

THE ENGLISH PLEADER.

BEING
A Select COLLECTION
Of Various PRECEDENTS of DECLARA-
TIONS on ACTIONS brought in the Courts of
King's Bench and Common Pleas in

CASE,		TRESPASS and ASSAULT,
DEBT,		EJECMENT,
COVENANT,		REPLEVIN,
TRESPASS,		PROHIBITION, &c.

Taken from the Rolls in the Treasury of the said
Courts, and Forms settled by Counsel and Spe-
cial Pleaders, since the Commencement of the
Act of Parliament for the Laws being in the
ENGLISH Language, and is the only Book ap-
proved of for AUTHENTICK PRECEDENTS.

To which are added

The Form of Pleas and Issues both General and
Special, with Replications thereto:

AS ALSO

Judgments in both Courts on the several Actions:

AND LIKEWISE

FORMS and PRECEDENTS of Recoveries and
Concords of FINES with the Method of suffering
and passing the same.

By a GENTLEMAN of LINCOLN'S-INN.

D U B L I N:

Printed by PETER HOEY, at the Sign of *Mer-
cury* in *Skinner-Row*, next Door to the *Tholsel*, 1783.



T H E
P R E F A C E.

*A*S Custom makes it Necessary to prefix Prefaces explanatory of the Work, I shall here give some short Account of the Use and Intent of the following Treatise, which is calculated for the Assistance of Attornies of the Courts of King's Bench and Common Pleas, and their Clerks. First, In drawing of Declarations on Actions brought in the said Courts of King's Bench and Common Pleas, as well those which are in every Day's Practice, as such which are Special and Difficult to be drawn; and to that End I have taken particular Care in collecting from the Rolls in the Treasury of the said Courts, and from Draughts drawn by Counsel and Special Pleaders, the best Forms which have been used since the Commencement of the Act of Parliament for the Laws being in the English Language, and which have never before been printed. Secondly, I have inserted the Translation of Pleas and Issues, both General and Special, proper to be pleaded to Actions, according to the different Nature thereof. Thirdly, I have likewise set down the approved English Forms of Judgements, entered on the Rolls or Records of the said Courts, in all Actions brought therein. And at the End of this Treatise, I have added the Method of passing of FINES, and suffering RECOVERIES, with several Forms of Præcipe's and Concords of FINES

THE PREFACE.

and of RECOVERIES, and Exemplifications thereof; and though this is not so copious as the Subject will Admit of, yet I apprehend it sufficient to give young Clerks (for whose Use it is principally intended) an Idea of the Nature of Fines and Recoveries, and of the Method of passing the same.

I shall not detain the Reader with any other Description of the following Pages, but refer him to the Perusal thereof, and I doubt not but it will meet with his Approbation; as least, I hope, it will be thought the Author has done his Endeavour to be as useful to the Publick, as his Abilities will permit.

THE



T H E

ENGLISH PLEADER.

Declaration for Goods sold and delivered.

Somerset, JOHN Steel, late of Taunton in the
to wit. *J* said County, *Taylor*, was attached
to answer *William Richards* of a Plea of Trespass
on the Case, and so forth: And whereof the said
William by *Richard Johnson* his Attorney, com-
plains, that whereas the aforesaid *John*, the tenth
Day of *January* in the Year of our Lord 1782,
at *Wells* in the said County, was indebted unto
the aforesaid *William* in the Sum of twenty
Pounds, good and lawful Money of *Great Britain*,
for diverse Goods, Wares and Merchandizes, to
the said *John*, and at his special Instance and
Request before that Time by the said *William*
sold and delivered: And being so thereof indebted,
the said *John* afterwards, to wit, the same Day,
Year and Place aforesaid, in Consideration there-
of upon himself assumed, and to the said *William*
then and there faithfully promised to pay unto

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the said *William* the aforesaid Sum of 20 l. when he should be thereunto afterwards requested by the said *William*: And whereas also the aforesaid *John* afterwards, to wit, the same Day, Year and Place aforesaid, in Consideration that the said *William* had before that Time, at the special Instance and Request of the said *John*, sold and delivered unto him diverse other Goods, Wares and Merchandizes, he the said *John* on himself assumed, and to the said *William* then and there faithfully promised to pay him such Sum of Money for the said last mentioned Goods, Wares and Merchandizes, at the same, as the Time of the Sale and Delivery thereof to him, were reasonably worth: And the said *William* avers, that the Goods, Wares, and Merchandizes last mentioned, so as aforesaid, by him sold and delivered to the said *John*, were at the Time of the Sale and Delivery thereof, reasonably worth other 20 l. of like lawful Money, whereof the said *John* then and there had Notice from the said *William*: And whereas also the said *John*, the Day and Year abovementioned, accounted together with the said *William* of and concerning diverse other Sums of Money, to the said *William* from the aforesaid *John* then in Arrear and unpaid: And upon that Account, the said *John*, then and there was found in Arrears towards the said *William*, in other 20 l. of like lawful Money: And being so found in Arrears, the said *John* in Consideration thereof, afterwards, to wit, the same Day, Year and Place abovementioned, upon himself assumed, and to the said *William* then and there faithfully promised to pay unto him the said last mentioned Sum when he should be thereunto afterwards



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afterwards requested by the said *William*; Nevertheless the aforesaid *John* his several Promises and Assumptions aforesaid in Form aforesaid made, not in the least regarding, but contriving, and fraudulently intending the aforesaid *William* in this Behalf craftily and subtilly to deceive and defraud, the said several Sums, or any Part thereof, to the said *William* he hath not paid, nor for the same to the said *William* any Ways contented, (altho' to do this, the aforesaid *John*, afterwards, to wit, the same Day, Year and Place abovementioned, and oftentimes since, hath been requested by the said *William*) but the same to the said *William* to pay, or for the same any Ways to content, he hath altogether refused, and still doth refuse, to the Damage of the said *William* 30 *l.* and therefore he brings his Suit, and so forth.

Declaration on a promissory Note.

Somerset, FRANCIS Jones, late of *Bridge-*
to wit. water in the said County, was
attached to answer *William King*, of a Plea of
Trespas on the Case, and so forth: And where-
of the said *William* by *Edward Grant*, his Attor-
ney, complains, that whereas the aforesaid
Francis, after the first Day of *May* in the Year
of our Lord One Thousand seven hundred and
five, to wit, the seventeenth Day of *January* in
the Year of our Lord 1782, at *Wells* in the said
County, made his certain Note in Writing, call-
ed a promissory Note, with his own proper Hand
subscribed thereto, bearing Date the same Day
and Year last mentioned; and then and there

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delivered the said Note to the said *William*, by which said Note, the aforesaid *Francis* promised to pay to the said *William*, by the Name of Mr. *William King*, or Order, the Sum of 19 *l.* on Demand, for Value received; and by Reason thereof, and by Virtue of the Statute in that Case lately made and provided, the said *Francis* became liable to pay to the aforesaid *William* the said Sum of Money, according to the Tenour and Effect of the said Note; and being so liable the aforesaid *Francis*, in Consideration thereof, afterwards, to wit, the same Day, Year and Place last abovementioned, upon himself assumed, and to the said *William* then and there faithfully promised, that he the said *Francis* would pay unto the said *William* the said Sum of 19 *l.* according to the Tenour and Effect of the said Note, when he should be thereto afterwards requested by the said *William*. And whereas also the said *Francis* afterwards, to wit, the same Day, Year and Place last abovementioned, was indebted unto the said *William*, in other 19 *l.* of good and lawful Money of *Great-Britain*, for the like Sum by the said *William* to the said *Francis*, and at his special Instance and Request before that Time, lent and advanced; and being so thereof indebted, the said *Francis*, in Consideration thereof, afterwards, to wit, the same Day, Year and Place last abovementioned, upon himself assumed, and to the said *William* then and there faithfully promised to pay unto him the said last mentioned Sum of 19 *l.* when he should be thereunto afterwards requested by the said *William*: Nevertheless the said *Francis* his several Promises and Assumptions aforesaid, in Form aforesaid made,
not

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not in the least regarding, but contriving and fraudulently intending the aforesaid *William*, in this Behalf, craftily and subtilly and to deceive and defraud, the said several Sums, or any Part thereof, to the said *William* he hath not paid nor for the same to the said *William* any Ways contented, (although, to do this, the aforesaid *Francis*, afterwards, to wit, the same Day, Year and Place last abovementioned, and oftentimes since, hath been requested by the said *William*) but the same to the said *William* to pay, or for the same any wise to content, he hath altogether refused, and still doth refuse, to the Damage of the said *William* 30 l. and therefore he brings his Suit, and so forth.

Declaration on a promissory Note against the Drawer, at the Suit of a second Indorsee.

Somerset, JOHN Knight, late of *Bath* in the
to wit. said County, Chymist, was attached
to answer *Edward Richards* of a Plea of Tres-
pass on the Case, and so forth. And therefore
the said *Edward* by *Henry Johnson*, his Attorney,
complains, that whereas, the said *John* after the
first Day of *May* in the Year of our Lord 1782,
to wit, the 14th Day of *August*, 1782, at *Taun-
ton* in the said County, made his certain Note,
in Writing, called a promissory Note, with his
own proper hand thereto subscribed, bearing
Date the Day and Year last abovementioned,
and delivered the same Note to one *William
Fenn*, by which said Note the said *John* promised
to pay to the said *William*, by the Name of Mr.
A. 5. *William*

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William Fenn, or Order, the Sum of 10*l.* three Months after the Date, of the said Note, for Value received; and afterwards, and before Payment of the Money abovementioned, or any Part thereof, to wit, the same Day Year and Place last abovementioned, the said *William Fenn*, to whom, or to whose Order, the said 10*l.* in the said Note contained, were to be paid, by his certain Indorsement upon the said Note, subscribed with the proper Hand and Name of the said *William Fenn*, appointed and ordered the said Sum of Money in the said Note contained, to be paid to one *Francis Jenkins*, or Order, for Value received, according to the Tenour of the said Note: And whereas also the said *Francis*, to whom, or to whose Order, the Payment of the Money contained in the said Note was appointed to be paid, afterwards, and before the Payment thereof, or any Part thereof, to wit, the same Day, Year and Place last abovementioned, by his certain Indorsement upon the said Note, subscribed with his own proper Hand and Name of the said *Francis*, appointed and ordered the said Sum of Money in the said Note contained to be paid to the aforesaid *Edward*, or his Order, for Value received, of which said Premisses, the aforesaid *John* afterwards, to wit, the same Day, Year and Place last abovementioned, from the said *Edward* had Notice, and by Reason of the Premisses, and by Virtue of the Statute in that Case lately made and provided, the said *John* became liable to pay the said 10*l.* contained in the said Note to the aforesaid *Edward*, according to the Tenour and Effect of the said Note and the several Indorsements thereon: And being so liable,

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ble; the aforesaid *John*, in Consideration thereof, afterwards, to wit, the same Day, Year and Place last abovementioned, upon himself assumed, and to the said *Edward* then and there faithfully promised to pay unto him the said Sum of 10*l.* in the said Note contained, according to the Tenour and Effect of the said Note and the severall Indorsements thereon; when he should be thereunto requested by the said *Edward*: Nevertheless the aforesaid *John*, his Promise and Assumption aforesaid, in Form aforesaid made, not in the least regarding, but contriving and fraudulent y intending the aforesaid *Edward*, in this Behalf, craftily and subtilly to deceive and defraud, the said Sum of 10*l.* or any Part thereof, hath not paid, nor any Ways, contented the said *Edward* for the same, (although to do this, the said Sum of 10*l.* or any Part thereof, hath not paid, nor any Ways contented the said *Edward* for the same, (although to do this, the said *John*, afterwards, and after the Time of the Payment of the said Note, and the Money therein contained, became due, to wit, the fifteenth Day of November, in the Year of our Lord 1782; at Wells, aforesaid in the County aforesaid, and often Times since, hath been requested by the said *Edward*) but the same to the said *Edward* to pay, or any ways for the same to content, he hath altogether refused, and still doth refuse, to the Damage of the said *Edward* 20*l.* and therefore he brings, his Suit, and so forth.

Declaration on a Bill of Exchange.

Somerset, **T**HOMAS Hooper, late of Bridgewater in the said County, was attached to answer *Richard Palmer* of a Plea of Trespass on the Case, and so forth: And therefore the said *Richard*, by *John Wright* his Attorney, complains, that whereas one *James Bury*; the thirteenth Day of *March*, in the Year of our Lord 1782, at *Taunton* in the said County, according to the Use and Custom of Merchants, made his certain Bill of Exchange signed with his own proper Hand, bearing Date the same Day and Year aforesaid, and directed the same Bill to the aforesaid *Thomas Hooper*, by which said Bill of Exchange, the aforesaid *James* requested the said *Thomas* upon Sight thereof, to pay to the aforesaid *Richard*, or his Order, the Sum of 20 *l.* without farther Advice: And afterwards, to wit, the same thirteenth Day of *March*, in the Year of our Lord aforesaid, at *Taunton* aforesaid in the County aforesaid, the said Bill of Exchange was shewn by the said *Richard* to the said *Thomas*, according to the Use and Custom of Merchants, for his Acceptance thereof; and the aforesaid *Thomas* then and there accepted the said Bill of Exchange, according to the Use and Custom of Merchants; by Reason of which said Premisses, the said *Thomas*, according to the Use and Custom of Merchants, became liable to pay unto the said *Richard* the said 20 *l.* according to the Tenour and Effect of the said Bill of Exchange; and being so
thereof

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thereof liable, the said *Thomas*, afterwards, to wit, the same Day, Year and Place aforesaid, in Consideration of the Premisses aforesaid, upon himself assumed, and to the said *Richard* then and there faithfully promised to pay unto the said *Richard* the said Sum of 20 *l.* according to the Form and Effect of the said Bill of Exchange, when he should thereunto be afterwards requested by the said *Richard*: Yet nevertheless the said *Thomas*, his Promise and Assumption aforesaid, in Form aforesaid made, not in the least regarding, but contriving and fraudulently intending the aforesaid *Richard*, in this Behalf, craftily and subtilly to deceive and defraud, the said 20 *l.* or any Part thereof, hath not paid to the said *Richard*, or any Ways contented him for the same, (altho³ to do this, the said *Thomas*, afterwards, to wit, the same Day, Year and Place aforesaid, and often Times since, by the said *Richard* hath been thereto requested) but the same to the said *Richard* to pay, or for the same any wise to content, he hath altogether refused, and still doth refuse, to the Damage of the said *Richard* 30 *l.* and therefore he brings his Suit, and so forth.

Declay

*Declaration on an Inland Bill of Exchange
by an Indorsee, against the Acceptor.*

London, **A**NTHONY Lawson, Merchant
to wit. complains of *William Kiffen* and
Benjamin Hewling of *London*, Merchant in the
Custody of the Marshal, and so forth, for that, to
wit, that whereas it now is, and Time immemo-
rial hath been a Custom amongst Merchants re-
siding in the City of *York* in this Kingdom, and
Merchants residing at the City *London* in this
Kingdom, used and approved of, to wit, if any
Merchant residing at the City of *York*, and
there exercising the Art of Merchants, should
make any Bills of Exchange, and such Bills of
Exchange should direct to any other Merchant,
their Partners at *London* aforesaid residing, and
there using the Art of Merchants, and by the
said Bills of Exchange, should request such Mer-
chants, to whom such Bills of Exchange should
be directed, to pay any Sums of money in the
said Bills mentioned at the several Days or Times
mentioned in the said Bills of Exchange, to any
other Merchant therein named, or to their Or-
der; and to place such Sums of Money to Ac-
count as by Advice; and if such Merchants to
whom the Payment of the said several Sums of
Money in the said several Bills of Exchange
mentioned, is to be made by Indorsement on
such Bills, should appoint the said several Sums
in the said Bills of Exchange mentioned; to be
paid to any other Merchant, or his Order; and
if afterwards such Merchants Partners, to whom
such

such Bills of Exchange should be directed, should accept the said Bill according to the Customs of Merchants, and promise the Merchant, to whom the Payment of the said Bills by the said Indorsement is made, to pay the said Sums of Money to such Merchant, or his Order, according to the Form and Effect of the said Bills of Exchange; then such Merchants, to whom the said Bills of Exchange are directed, by their said Acceptance of the said Bills and Promise of Payment, and by the Custom used and approved of amongst Merchants, become obliged, and during the aforesaid Time, became obliged to pay such Sums of Money mentioned in the said Bills of Exchange, at the Days or Times therein specified, to such Merchant named in the said Indorsement, to whom the Payment thereof by the said Indorsement is mentioned to be made. And whereas one *Richard Spencer* Merchant, residing at the City of *York* aforesaid, and there using and exercising the Art of a Merchant, the first Day of *July* in the Year of our Lord 1782, made two certain Bills of Exchange, subscribed with his own proper Hand, and directed the said Bills to the said *William* and *Benjamin*, then Merchants Partners, residing in *London* aforesaid, and using and exercising the Art of Merchants there, to wit, in the Parish of the Blessed *Mary* of the Arches in the Ward of *Cheap*; by one of which said two Bills of Exchange, the said *Richard* then and there requested the said *William* and *Benjamin* to pay unto one *George Mange*, being then and there a Merchant, or his Order, 200*l.* at or upon the 10th Day of *August* then next ensuing, for the like Sum by the said *Richard* of the aforesaid

said *George* received, and to place the same to Account, as by Advice; and by the other of the said two Bills of Exchange, the said *Richard*, then and there, to wit, the first Day of *July* aforesaid, at the City of *York* aforesaid, requested the said *William* and *Benjamin*, to pay to the said *George Mange*, or Order, other 200*l.* at or upon the 20th Day of *August* then next ensuing, for the like Sum by the said *Richard* of the said *George* received, and to place the same to Account, as by Advice; and the said *George Mange*, to whom and to whose Order the Payment of the Sums of Money by the said Bills was to be made, afterwards, to wit, the third Day of *July*, in the Year of our Lord 1782, aforesaid, at the City of *York* aforesaid, by Indorsement on the said Bills of Exchange, appointed the said several Sums therein mentioned, to be paid to the aforesaid, *Anthony Lawson*, or his Order, which said two Bills of Exchange, afterwards, to wit, the ninth Day of *August*, in the Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, were shown to the said *William* and *Benjamin*; and the said *William* and *Benjamin* then and there accepted the said Bills of Exchange, and promised to pay the said several Sums of Money therein contained, to the said *Anthony Lawson* or his Order, according to the Form and Effect of the said Bills of Exchange; by Reason of which said Premises, the said *William* and *Benjamin*, according to the Use and Custom of Merchants, during the Time aforesaid, used approved, then and there became liable to pay the said two several Sums of 200*l.* and 200*l.* which together make the Sum of 400*l.*
to

to the said *Anthony Lawson*, by their Acceptance of the said Bills, according to the Tenour and Effect of the said Bills of Exchange: And the said *William* and *Benjamin* being so thereof liable, afterwad to wit, the said ninth Day of *July*, in the Year of our Lord aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, in Consideration thereof, upon themselves assumed, and to the said *Anthony* then and there faithfully promised to pay unto the said *Anthony* the said several Sums of 200 *l.* and 200 *l.* making together the Sum of 400 *l.* according to the Tenour of the said two Bills of Exchange, when they should be thereto afterwards requested by the said *Anthony*: Yet nevertheless the said *William* and *Benjamin*, their Promises and Assumptions aforesaid, in Form aforesaid made, not in the least regarding, but contriving and fraudulently intending the said *Anthony*, in this Behalf, craftily and subtilly to deceive and defraud, the said several Sums of 200 *l.* and 200 *l.* amounting together to the Sum of 400 *l.* or any Part thereof, to the said *Anthony* have not paid, or any wise contented him for the same, (altho' to do this, the abovesaid *William* and *Benjamin*, afterwards, and after the Times the Payment of both the said Bills of Exchange, and the several Sums of Money therein contained, became due, to wit, twenty-second Day of *August* in the Year of our Lord aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, and oftentimes since, have been requested by the said *Anthony*) but the same to the said *Anthony* to pay, or any wise for the same to content, they have altogether refused, and still do refuse, to the Damage of the said *Anthony* 500 *l.* and therefore he brings his Suit, and so forth.

Decla.

*Declaration for the Use and Occupation of a
Messuage.*

Middlesex, **R**ICHARD Carter of *Islington*, in the said County, Turner was attached to answer *Edward Pool* of a Plea of Trespas on the Case, and so forth. And whereof the said *Edward* by *John Clark* his Attorney, complains, that whereas the said *Richard*, the first Day of *February*, in the Year of our Lord 1782, at *Westminster*, in the said County, was indebted unto the said *Edward* in 5 l. of good and lawful Money of *Great Britain*, for the Use and Occupation of a certain Messuage or Tenement belonging to the said *Edward*, situate, lying and being in Parish of *St. James's Westminster*, in the said County of *Middlesex*, by the aforesaid *Richard*, before that Time used, occupied and enjoyed: And being so thereof indebted, the said *Richard*, in Consideration thereof, afterwards, to wit, the same Day, Year and Place above-mentioned, on himself assumed, and to the said *Edward* then and there faithfully promised to pay him the said Sum of 5 l. when he should be thereunto afterwards requested by the said *Edward*: And whereas also the said *Richard*, the same Day, Year and Place, in Consideration that the said *Edward*, at the special Instance of the said *Richard*, before that Time had permitted the said *Richard* to use, occupy and enjoy another Messuage or Tenement, belonging to the said *Edward* situate, lying and being in the Parish aforesaid, he on himself assumed, and to the

the said *Edward*, then and there faithfully promised to pay him such Sums of Money, as the said *Edward* reasonably deserved to have for the same; and the said *Edward* avers, that he reasonably deserved to have from the said *Richard*, for the Use, Occupation and Enjoyment of the said last mentioned Messuage or Tenement, other 5 *l.* of the like lawful Money, whereof the said *Richard* then and there had Notice from the said *Edward*: Yet nevertheless the said *Richard* his said several Promises and Assumptions aforesaid, in Form aforesaid made, not in the least regarding, but contriving, and fraudulently intending the said *Edward*, in this Behalf, craftily and subtilly to deceive and defraud, the said several Sums of Money, or any Part thereof, to the said *Edward* hath not paid, or any wise contented him for the same, (although to do this the said *Richard*, afterwards to wit, the same Day, Year and Place aforesaid, and oftentimes since by the said *Edward* hath been requested) but the same to the said *Edward* to pay, or any wise for the same to content, he hath altogether refused, and still doth refuse, to the Damage of the said *Edward* 20 *l.* and therefore he brings his Suit, and so forth.

Decla-

Declaration for Fees at the Suit of an Attorney.

Middlesex, **J**AMES Bryant, late of *Kensington*, in the said County, Farrier, was attached to answer *John Hodges*, one of the Attornies of the Court of the Lord the King of the Common Bench, of a Plea of Trespass on the Case and so forth. And whereof the said *John*, in his own proper Person complains, that whereas the said *James*, the Day of *July*, in the Year of our Lord 1782. at *Islington* in the said County, was indebted unto the said *John* in the Sum of 20 *l.* of good and lawful Money of *Great Britain*, as well for the Fees, Work and Labour, Art, Care, and Industry of the said *John*, in and about prosecuting, defending and soliciting divers Suits and Causes in the Law of the said *James*, in several Courts of the said Lord the King, to wit, in the Court of the said Lord the King, held before the King himself, in the Court of the said Lord the King of the Bench, and in the Court of Exchequer, before the Barons of the said Lord the King; the said several Courts being at *Westminster* in the said County of *Middlesex*, by the said *John*, at the special Instance and Request of the said *James*, before that time prosecuted, defended and solicited, as for divers Journies by the said *John*, at the Instance of the said *James*, in and about his Business, before that time rode and performed; and also for drawing, writing and ingrossing divers Writings and Muniments
by

by the said *John* for the said *James*, and at his like special Instance and Request before that Time drawn, wrote and ingrossed, and for divers Sums of the proper Money of the said *John*, at the like special Instance and Request of the said *James* laid out, paid and expended by the said *John*, for the aforesaid *James*, and in and about the prosecuting, defending and soliciting of the said Suits and Causes of the aforesaid *James*, and in and about the Affairs and Business of the said *James*. And being so indebted, the said *James*, in Consideration thereof, afterwards, to wit, the same Day, Year and Place aforesaid, upon himself assumed, and to the said *John* then and there faithfully promised to pay him the said Sum of 20 *l.* when he should be thereunto requested by the said *John*; and whereas also the said *James*, afterwards, to wit, the same Day, Year and Place aforesaid, in Consideration that the said *John*, at the special Instance and Request of the said *James*, before that time had prosecuted, defended and solicited for the said *James* divers other Suits and Causes in the Law, and had rode and performed divers other Journies for the said *James*, in and about his Affairs and Business, and had drawn, wrote and ingrossed other Writings and Muniments for the said *James*; and also had laid out, paid and expended divers other Sums of the proper Money of the said *John*, in and about the Prosecuting, Defending and Soliciting the said Suits and Causes last mentioned, and about the other Business of the same *James*; he the said *James* on himself assumed, and to the said *John* then and there faithfully promised to pay unto the said *John* such Sum of Money, as
 he

he the said *John*, as well for his Fees, Work and Labour, Care and Industry, in and about the Prosecuting, Defending and Solliciting the said Suits and Causes last mentioned, as for the Riding and Performing the Journies last mentioned, and for drawing, writing and ingrossing the Writings and Muniments last mentioned, reasonably deserved to have; and also all such Sums of Money, as he the said *John* had laid out, paid and expended, in and about the said Suits and Causes last mentioned, and in and about the other Business of the said *James*; And the aforesaid *John* avers, that he for his Fees, Work and Labour, Art, Care and Industry, in and about the Prosecuting, Defending and Solliciting the Suits and Causes last mentioned, reasonably deserved to have from the said *James* other 20 *l.* of like lawful Money; and also for riding and performing the Journies aforesaid last mentioned, he the said *John* reasonably deserved to have from the said *James* other 20 *l.* of like lawful Money; and that he for drawing, writing and ingrossing the said last mentioned Writings and Muniments, reasonably deserved to have from the said *James* other 20 *l.* of like lawful Money; and also that he, in about the Prosecuting, Defending and Solliciting the Suits and Causes aforesaid last mentioned, and about the other Business of the said *James* laid out, paid and expended other 20 *l.* of like lawful Money, of which said several Premises, the aforesaid *James*, then and there had Notice from the said *John*: Nevertheless the aforesaid *James*, his said several Promises and Assumptions aforesaid, in Form aforesaid made, not in the least regarding, but
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contriving and fraudulently intending the said *John*, in this Behalf, craftily and subtilly to deceive and defraud, the said several Sums of Money, or any Part thereof, to the said *John* hath not paid, or ady ways contented him for the same, (although to do this the aforesaid *James*, afterwards, to wit, the same Day, Year and Place aforesaid, and oftentimes since by the said *John* hath been requested) but the same to the said *John* to pay, or any, or any ways for the same to content, he hath altogether refused, and still doth refuse, to the Damage of the said *John* 40 *l.* and therefore he brings his Suit, and of forth.

Declaration in Trover.

Somerſet, **E**LIZABETH Hall, late of *Glaſtonbury* in the ſaid County *Widow*, was attached to answer *Samuel Clarke*, of a Plea of Trespafs on the Case, and so forth. And whereof the said *Samuel*, by *Edward Goldfinch* his Attorney, complains, that whereas the said *Samuel* the fixth Day of *February*, in the Year of our Lord 1732. at *Taunton*, in the County aforesaid, was possessed of the Goods and Chattels, following, to wit, twenty Pair of Shoes, twenty pair of Boots, and twenty pair of Slippers, to the Value of 30 *l.* as of his own proper Goods and Chattels; and being so thereof possessed, the said *Samuel*, afterwards, to wit, the same Day, Year and Place abovementioned, casually lost the said Goods and Chattels out of his

his Hands and Possession, which said Goods and Chattels, afterwards, to wit, the same Day, Year and Place aforesaid, by finding, came to the Hands and Possession of the aforesaid *Elizabeth*; yet the aforesaid *Elizabeth*, knowing the said Goods and Chattels, to be the proper Goods and Chattels of the said *Samuel*, and to him of Right to belong and appertain, but contriving and fraudulently intending the said *Samuel* of the said Goods and Chattels to deceive and defraud, the said Goods and Chattels, though oftentimes requested, hath not delivered to the said *Samuel*, but the same Goods and Chattels, afterwards, to wit, the seventh Day of *February*, in the Year of our Lord aforesaid at *Taunton* aforesaid, converted and disposed to her own proper Use, to the Damage of the said *Samuel* 40 *l.* and therefore he bring his Suit.

Declaration in Trover, at the Suit of the Assignees of a Commission of Bankruptcy.

City of *Bristol*, **G**EOERGE *Knethel*, late of the to wit. City of *Bristol* aforesaid, Yeoman, was attached to answer to *Thomas Thompson* and *William Hinds* Assignees of all and singular the Goods and Chattels, Debts and Credits of *John Collier* Bankrupt, within the true Intent and Meaning of the several Statutes made and provided concerning Bankrupts, of a Plea of Trespass on the Case, and so forth: And whereof the said *Thomas* and *William*, by *Edward Goldfinch* their Attorney, complain, that whereas the

the said *John Collier*, before the Time of his becoming a Bankrupt, to wit, upon the third Day of *November*, in the Year of our Lord 1732, at the City of *Bristol* aforesaid, was possessed of the Goods and Chattels following, to wit, of one thousand Pieces of Holland, 1000 Pieces of Linen-Cloth, 1000 Pieces of brown Sheeting, 1000 Pieces of white Sheeting, 1000 Pieces of Ticken, and 100 Yards of Cord, to the value of 200 *l.* as of his own proper Goods and Chattels; and being so thereof possessed, the said *John* afterwards, and before he became a Bankrupt, to wit, upon the Day and Year above-mentioned, at the said City of *Bristol*, casually lost the said Goods and Chattels out of his Hands and Possession, which said Goods and Chattels, afterwards, to wit, at the same Time and Place, by finding, came to the Hands and Possession of the said *George*; yet the said *George* knowing the said Goods and Chattels to have been the proper Goods and Chattels of the said *John*, before and at the Time of his becoming a Bankrupt, and of Right to belong and appertain to him before his Bankruptcy, and to the said *Thomas* and *William* after his said Bankruptcy, as Assignees of the Goods and Chattels of the said Bankrupt, but contriving and fraudulently intending craftily and cunningly to deceive and defraud the said *John* before his said Bankruptcy, and the said *Thomas* and *William* afterwards as Assignees as aforesaid, in this Behalf, hath not delivered the said Goods and Chattels, nor any of them, to the said *John* before his said Bankruptcy, nor to the said *Thomas* and *William* since the said Bankruptcy, although after requested so to do; but after-

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wards,

wards, to wit, upon the same Day and Year last mentioned, at the said City of *Bristol*, converted the same to his own proper Use. And whereas also the said *Thomas* and *William*, as Assignees of all and singular the Goods and Chattels, Rights and Credits of the said *John Collier* a Bankrupt, within the true Intent and Meaning of the several Statutes made and provided concerning Bankrupts, afterwards, to wit, upon the Day and Year aforesaid, at the said City of *Bristol*, were doffessed of the Goods and Chattels following, (that is to say) 1000 other Pieces of *Holland*, 1000 other Pieces of Linen-Cloth, 1000 other Pieces of brown Sheeting, 1000 other Pieces of white Sheeting, 1000 other Pieces of Ticken, and 100 other Yards of Cord, to the Value of other 200*l.* as of their own proper Goods and Chattels, as Assignees as aforesaid. And being so thereof possessed, they the said *Thomas* and *William*, afterwards, to wit, at the Time and Place aforesaid, casually lost the same Goods and Chattels last above-mentioned, out of their Hands and possession; which said Goods and Chattels last above-mentioned, afterwards to wit, at the Time and Place aforesaid, came to the Hands and Possession of the said *George* by finding: Yet the said *George*, knowing the said Goods and Chattels last above-mentioned, to be the proper Goods and Chattels of them the said *Thomas* and *William*, and of Right to belong to them as Assignees as aforesaid, but contriving and fraudulently intending cunningly and craftily to deceive and defraud the said *Thomas* and *William*, in this Behalf, hath not yet delivered the said Goods and Chattels last above-mentioned, or any of them,
to

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to them, or either of them, (although often requested so to do) but afterwards, to wit, upon the Day and Year aforesaid, at the City of *Bristol* aforesaid, converted the same to his own Use, whereby the said *Thomas* and *William* say, that they are prejudiced and damaged to the Value of 200 *l.* and therefore they bring their Suit, and so forth.

*Declaration for Medicines and Attendance
in curing the Defendant of several
Wounds, &c*

Middlesex, **F** R A N C I S Grove, late of *Covent-*
to wit. Garden, in the County aforesaid,
Peruke-Maker, was attached to answer to *Jasper*
Erown, of a Plea of Trespass upon the Case, and
so forth. And whereof the said *Jasper*, by *John*
Gould his Attorney complains, That whereas the
aforesaid *Francis*, the sixth Day of *December*, in
the Year of our Lord 1782, at the Parish of *St.*
Clement Danes, in the County of *Middlesex* afore-
said, was indebted to the said *Jasper* in ten Pounds
ten Shillings of lawful Money of *Great-Britain*,
as well for divers Medicines, Medicaments, Plaist-
ers, and other Necessaries by the said *Jasper* be-
fore that Time, at the special Instance and Re-
quest of the said *Francis*, in, about and towards
the Curing and Healing of the said *Francis* of
divers Diseases, Infirmities, broken Bones,
Wounds and Pains under which he the said
Francis before then laboured and languished,
B 2 found,

found, provided, applied, and administred, as for divers Works, Labours, Care and Attendance, of the said *Jasper*, in and about applying and administring the said Medicines, Medicaments, Plaisters, and other Necessaries by the said *Jasper* before that Time made, done, and performed; and being so indebted, the aforesaid *Francis*, in Consideration thereof, afterwards, to wit, the same Day, Year and Place abovesaid, on himself assumed, and to the said *Jasper* then and there faithfully promised to pay him the said Sum of Money, when he should be afterwards thereunto requested: And whereas also the said *Francis*, afterwards, to wit, the same Day, Year and Place abovesaid, in Consideration that the said *Jasper*, at the like special Instance and Request of the said *Francis* before that Time had found and provided, applied and administred to the said *Francis* divers other Medicines, Medicaments, Plaisters, and others Necessaries in, about and towards the Curing and Healing of the said *Francis*, of divers other Diseases, Infirmities, broken Bones, Wounds and Pains, under which he the aforesaid *Francis* before that time laboured and languished; and also had done and performed for the said *Francis*, and at his like special Instance and Request, divers other Work, Care, Labour and Attendance, in and about applying and administring the Medicines, Medicaments, Plaisters, and other Necessaries aforesaid; he on himself assumed, and to the said *Jasper* then and there faithfully promised, that he the aforesaid *Francis* would pay to the said *Jasper*, not only as much Money for the Medicines, Medicaments, Plaisters and other Necessaries last mentioned,
by

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by him the said *Jasper*, so as aforesaid for him the said *Francis* found, provided, applied and administered, as the same, at the Time of the finding, providing, applying and administering thereof, were reasonably worth, but also as much Money as the aforesaid *Jasper* for his Work, Labour, Care and Attendance, in and about applying and administering the said Medicines, Medicaments, Plaisters, and other Necessaries aforesaid last mentioned, reasonably deserved to have, when he should be afterwards thereunto requested; and the said *Jasper* avers the said Medicines, Medicaments, Plaisters and other Necessaries aforesaid last mentioned, by him so as aforesaid, for the aforesaid *Francis* found, provided, applied and administered, were at the Time of finding, providing, applying and administering the same, reasonably worth other ten Pounds ten Shillings of like lawful Money; and that he the said *Jasper* for his Work, Labour, Care and Attendance, in, about and towards the Applying and Administering of the Medicines, Medicaments, Plaisters, and other Necessaries aforesaid last mentioned, reasonably deserved to have of the aforesaid *Francis* other ten Pounds ten Shillings of like lawful Money, of which the aforesaid *Francis* from the said *Jasper*, then and there had Notice. Yet the aforesaid *Francis*, his several Promises and Assumptions aforesaid, in Form aforesaid made, not in the least regarding, but contriving, and fraudulently intending the said *Jasper*, in this Behalf, craftily and subtilly to deceive and defraud, the aforesaid several Sums of Money or any Part thereof, to the said *Jasper*, hath not paid, nor him for the same any wise contented,

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(a'though to do this, the aforesaid *Francis*, afterwards, to wit, the same Day, Year and Place abovesaid, and oftentimes afterwards by the said *Jasper* was requested) but the same to pay him, or for the same in any wise to satisfy him the said *Francis* hath hitherto refused, and still doth refuse, to the Damage of the said *Jasper* twenty Pounds; and therefore he bringeth his Suit, and so forth.

Declaration for scandalous Words, in calling the Plaintiff a Bankrupt, &c.

Somerset, **H**ENRY Brake, late of *Wrington*, to wit. in the County aforesaid, Clothier, was attached to answer *Jospb Alford*, in a Plea of Trespass on the Case, and so forth. And therefore the same *Joseph*, by *John Grove* his Attorney complains, That whereas he the said *Joseph* is a good, creditable, honest and substantial Subject of our present Sovereign Lord the King, and as such a good creditable, honest and substantial Subject of our said Lord the King, and other his Predecessors, late Kings and Queens of this Realm, hath hitherto lived, continued, demeaned and behaved himself, and of a good Name, Character, Behaviour, Credit and Conversation amongst his Neighbours, and other faithful Subjects of our present Lord the King, was ever hitherto held and esteemed, and from the Commission of any Act of Bankruptcy, or
any

any fraudulent and unjust Dealing, Practice, or Transaction whatsoever, and from the Suspicion thereof, was ever accepted and reputed free and guiltless through his whole Life past, nor ever was suspected, deemed, or taken to be a Bankrupt, by Reason whereof the same *Joseph*, the Affection, Favour, Benevolence and Respect, not only of his Neighbours, but also divers other the Subjects of our said present Lord the King to himself not undeservedly acquired; and also a competent Livelihood for himself and Family of his said Neighbours, and other the Subjects of his said present Majesty, by maintaining and carrying on a reputable Trade and Commerce with them, honestly and justly gained and acquired. Yet the said *Henry*, not ignorant of the Premises, but devising and maliciously intending the said *Joseph*, not only in his good Name, Character Credit and Reputation, to injure, detract and damnify, but also to make him be esteemed a Bankrupt amongst his said Neighbours and others the Subjects of our said now Lord the King, and also to deprive him of the aforesaid Method of getting a competent Livelihood for himself and Family, and to bring him into Scandal, Infamy and Disgrace amongst his said Neighbours, and other the Subjects of our said now Lord the King, on the first Day of *May*, in the Year of our Lord 1782, at *Taunton* in the County aforesaid, in the Presence and hearing of divers Subjects of his said present Majesty, these false, feigned, fictitious, scandalous and opprobrious Words following, openly, publickly, falsely and maliciously concerning the said *Joseph* said, reported, proclaimed, and with a loud Voice published, to wit, *He*

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(the said *Joseph* meaning) *is a Bankrupt Rogue, and will run away*; and also the said *Henry*, afterwards, to wit, the same Day, Ycar, and Place last above-said, out of his further Malice, these other false, feigned, fictitious, scandalous and opprobrious Words following, in the Presence and Hearing of divers other the Subjects of the said now Lord the King, to th^e said *Joseph*, and concerning him, openly, falsely, publickly and maliciously said, uttered, reported, and with a loud Voice published, to wit, *Thou* (the same *Joseph* meaning) *art a Bankrupt Rogue, and thou* (the same *Joseph* again meaning) *wilt run away*; by Means and Reason of the Speaking, Reporting and Publishing of which false, feigned, fictitious, scandalous and opprobrious Words, the said *Joseph* is not only injured and sullied in his said good Name, Character, Credit and Reputation, but also has lost the Favour, Benevolence and Respect of his said Neighbours and other the Subjects of our said now Lord the King, who upon that Account have withdrawn themselves from his Company and Conversation, and still do withdraw themselves therefrom, and have ever since refused, and still do refuse to hold any Trade, Commerce or Conversation, with the said *Joseph*; whereby the said *Joseph* is entirely deprived of the Method of getting his said competent Livelihood, to the Damage of the said *Joseph* five hundred Pounds; and therefore he commences-Suit, and so forth.

Decla-

Declaration for Recovery of Money, contracted to be paid on Plaintiff's marrying Defendant's Daughter.

Middlesex, **R** O G E R Prigg late of *Ludgate* to wit. in the said County, Miller, was attached to answer *John Bridge* the younger, of a Plea of Trespass on the Case, and so forth. And whereof the said *John Bridge* by G. B. his Attorney, complains, that whereas the said *Roger*, the twenty-eighth Day of *April*, in the Year of our Lord 1782, at *Westminster* in the said County, in Consideration that the aforesaid *John*, at the special Instance and Request of the said *Roger*, would marry, and take to his Wife *Jane*, one of the Daughters of him the said *Roger*, did assume upon himself; and to the said *John* then and there faithfully promised to give the said *John* forty Pounds in Marriage with the said *Jane*, to be paid presently, and that he the said *Roger* would afterwards make up the same one hundred Pounds; and the said *John*, in Fact saith, that he giving Credit to the aforesaid Promise and Assumption aforesaid of the said *Roger*, in Form aforesaid made, afterwards, to wit, the thirtieth Day of *April*, in the Year of our Lord aforesaid, at *Westminster* aforesaid, did marry and take to his Wife the said *Jane*, and did then and there espouse her according to the Rights and Ceremonies of the Church of *England*; whereof the said *Roger* then and there had Notice; Nevertheless,

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the aforesaid *Roger* his Promise and Assumption aforesaid made, in no wise regarding, but endeavouring and fraudulently intending him the said *John*, in this Behalf, craftily and subtilly to deceive and defraud, did not give or pay to the said *John* the said Sum of forty Pounds in Marriage with the said *Jane*, nor make up the same One Hundred Pounds, nor any Part thereof, according to his Promise and Assumption aforesaid, so as aforesaid made, although th reunto the said *Roger*, by the aforesaid *John* afterwards, and after the Intermarriage of them the said *John* and *Jane* had, and solemnized, to wit, the twenty-fourth June in the Year aforesaid, at *Westminster* aforesaid, was requested; but the same to do hitherto hath utterly refused, and still doth refuse, to the Damage of the said *John* Two Hundred Pounds; and therefore he bringeth this Suit.

Declaration against the Hundred, on the Statute of Hue and Cry.

Somerset, **T**HE Inhabitants in the Hundred to wit. of *Hartcliffe* and *Bedminster*, in the County aforesaid, were attached to answer, as well the now Lord the King, as *John Bell*, of a Plea of Trespass and Contempt against the Statute of Hue and Cry made, and so forth. And wherefore the said *Jahn*, who as well for the Lord the King, as for himself in this Behalf, prosecutes by *T. G.* his Attorney, complains, that whereas certain Malefactors, to wit, four Men,
to

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to the said *John* unknown, the twenty-sixth Day of *January*, in the sixth Year of the Reign of the said now Lord the King, at the Parish of *Longashton* in the County aforesaid, in the King's Highway there, within the Hundred of *Hartcliffe* and *Bedminster* aforesaid, by Force and Arms, to wit, Swords, Staves and Knives, on him the said *John* made an Assault, and forty Pounds of lawful Money of this Kingdom, in counted Money, and forty Pieces of Money called Moidores, the Value of each of which are twenty seven Shillings of lawful Money, and one Pair of silver Spurs of the Value of twenty Shillings of like lawful Money, of the proper Monies, Goods and Chattels of the said *John*, then and there belonging to the said *John*, feloniously took, spoiled and carried away, against the Peace of the said now Lord the King; and the said *John* immediately after the Felony, Robbery and Spoil committed at the Town of *Bedminster* in the County aforesaid, within the Hundred aforesaid, near the Place where the said Robbery and Spoil was committed, the Hue and Cry of the Robbery and Spoil aforesaid made, and then and there Notice and Intelligence to the Inhabitants of the said Town of *Bedminster* of the said Robbery and Spoil gave; and after the said Robbery and Spoil committed, and within twenty Days next before the Day of bringing the original Writ of the said *John*, to wit, the seventh Day of *September* in the seventh Year of the Reign of the now Lord the King, the said *John* before Sir *Abraham Edwards*, Bart. then one of the Justices of the said now Lord the King (the Peace of the said Lord the King, in the County aforesaid, assigned to keep)

then

then inhabiting in the Town of *Bedminster* aforesaid, was there examined on his corporal Oath, according to the Form of the Statute at *Westminster* in the County of *Middlesex*, in the twenty-seventh Year of the Reign of the Lady *Elizabeth* of *England* therein made and provided: And the said *John*, upon his Oath aforesaid then said, that he did not know the Parties who committed the said Robbery, nor either of them; and after the said Robbery committed, and before the Day of bringing the original Writ aforesaid, to wit, the twenty fourth Day of *November* in the seventh Year of the Reign of the said Lord the King aforesaid, forty Days were elapsed; notwithstanding the said Inhabitants in the Hundred aforesaid, the Statute in the like Case made and provided not in the least considering, nor the Penalty in the same contained, but Amends of the Robbery aforesaid to the said *John* hitherto have not made, nor the Bodies of the Persons and Malefactors aforesaid, nor the Body of either of them have taken, nor the Bodies of them, nor of the Body of any of them hitherto have answered; but the said Malefactors they suffered to escape, in Contempt of the said now Lord the King, and to the great Damage of the said *John*, and against the Form of the Statute in the like Case therein made and provided: Wherefore the said *John*, who as well for, and so forth, says, that he is worse and damaged to the Value of one Hundred Pounds; and therefore as well for the said Lord the King, as for himself, he brings this Suit, and so forth.

Declar

Declaration on an Agreement about a Horse-Race.

Middlesex, **J**OHN Brown, late of *London*,
 to wit. Gentleman, was attached to answer *Henry Strong* of a Plea of Trespass on the Case and so forth; and whereof the said *Henry*, by G. B. his Attorney, complains, that whereas, on the third Day of *August*, in the Year of our Lord 1782, at *Iffington* in the said County, a certain Discourse was had and moved between the said *Henry* and *John*, of and concerning a certain Bay Gelding of the said *Henry* then in Possession of the said *Henry*; and a certain Black Gelding of the said *John* then in Possession of the said *John*; and also of and concerning a Race between the said Geldings; and on the said Discourse it was then and there agreed between the said *Henry* and *John*, that the Gelding of the said *Henry*, on the tenth Day of *September*, in the Year of our Lord 1782, should run against the Gelding of the said *John*, for the Space of four Miles, on a certain Place called *Hamstead-beath* in the said County, and that the said Gelding of the said *John*, on the same Day and Year, and at the same Place, should run against the Gelding of the said *Henry*, for the said Space of four Miles; and that at the said Race, each Gelding should carry the Weight of eight Stone: And it was then and there lastly agreed between the said *Henry* and *John*, that if the Gelding of the said *John*, in the said Race or Course should come to the

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the Goal and End of the said Course before the Gelding of the said *Henry*, the said *Henry* should pay to the said *John* twenty Guineas of lawful Money of this Kingdom; and if the said *Henry* did not run his Gelding against the Gelding of the said *John*, at the Day and Place aforesaid, according to the agreement aforesaid, that then the said *Henry* should forfeit the Sum of ten Guineas of like lawful Money, to be paid to the said *John* by the said *Henry*; and if the Gelding of the said *Henry* in the said Race or Course should come to the Goal and End of the said Course before the Gelding of the said *John*, the said *John* should pay to the said *Henry* twenty Guineas of like lawful Money of this Kingdom; and if the said *John* did not run his Gelding against the Gelding of the said *Henry*, at the Day and Place aforesaid, according to the agreement aforesaid, that then the said *John* should forfeit the Sum of ten Guineas of the like lawful Money, to be paid to the said *Henry* by the said *John*; and thiereupon the said *John* afterwards, to wit, the said third Day of *August* in the Year aforesaid, at *Islington* aforesaid, in Consideration of the Premisses, and that he the said *Henry*, then and there, at the special Instance and Request of the said *John*, had on himself assumed, and to the said *John* faithfully promised the said Agreement in every Respect on his Part, well and faithfully to fulfil and perform, according to the true Intent of the said Agreement he the said *John* on himself assumed, and to the said *Henry* then and there faithfully promised, that he the said *John* the said Agreement, in every Respect on his Part, according to the true Intent thereof, would
well

well and faithfully observe and perform: And although the said *Henry* well and faithfully hath observed and performed the said Agreement in every Respect, on his Part to be performed, according to true Intent thereof: Yet he avers, that the said *John* hath not observed or performed any thing in the Agreement aforesaid on his Part to be performed; for the said *Henry* in Fact says, that on the said tenth Day of *September*, in the Year aforesaid, at the aforesaid Place, called *Hampstead-beath*, he the said *Henry* was ready to run his Gelding against the Gelding of the said *John*, according to the Intent of the said Agreement, of which the said *John* had Notice: And the said *Henry*, then and there requested the said *John* to run his Gelding according to the said Agreement; and the said *Henry* lastly says, that afterwards, to wit, on the said tenth Day of *September*, in the Year aforesaid, at the Place aforesaid, called *Hampstead-Heath*, he the said *Henry* did run his Gelding for the said Space of four Miles, on the usual Course there; and the said Gelding of the said *Henry*, in the said Course, did then and there carry eight Stone weight, according to the true Intent of the said Agreement: Yet the said *John* his said Gelding on the said tenth Day of *September*, in the Year aforesaid, at the said Place, called *Hampstead-beath*, against the Gelding of the said *Henry* did not run, according to the true Intent of the said Agreement, but altogether neglected and refused so to do; by which the said Sum of ten Guineas became payable to the said *Henry*: Yet nevertheless the said *John*, his Promise and Assumption aforesaid, in Form aforesaid made, not in the least

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least regarding, but contriving and fraudulently intending the said *Henry*, in this Behalf craftily and subtilly to deceive and defraud, the said Sum of ten Guineas, or any Part thereof, to the said *Henry* he hath not paid, or any ways for the same contented, although to do this, the said *John* afterwards, to wit, the first Day of *October*, in the Year of our Lord 1782, at *Islington* aforesaid, and oftentimes since, by the said *Henry* hath been requested) but the same to the said *Henry* to pay, or for the same any ways to content him, the said *John* hath always refused, and doth now refuse to do, to the Damage of the said *Henry* twenty Pounds; and therefore he prings his Suit, and so forth.

Declaration at the Suit of an Executor against an Executor of an Executrix, for Goods sold and delivered, Money paid for the Testatrix's Use, Money lent, &c.

Middlesex, J O S-E P H *Walpole*, late of *Islington* to wit. *ton*, in the said County, Hosier, Executor of the last will and Testament of *Elizabeth Manwaring* deceased, who was Executrix of the last Will and Testament of *Margaret Richards* Widow, deceased, was attached to answer to *John Slade*, Executor of the last Will and Testament of *Lucretia Williams* Widow, deceased, in a Plea of Trespass on the Case, and so forth: And whereof the said *John*, by *E. B.* his Attorney, complains, that whereas the said *Margaret*, in

in her Life-Time, to wit, the tenth of *October*, in the Year of our Lord 1782, at *Ipsington*, in the said County of *Middlesex*, was indebted to the said *Lucretia*, in her Life-Time, in the Sum of five Pounds, of good and lawful Money of *Great Britain*, for diverse Goods, Wares and Merchandizes by the said *Margaret*, in her Life-Time, of the said *Lucretia*, in her Life-Time bought, had and received. And being so indebted, the said *Margaret*, in her Life-Time, in Consideration thereof afterwards, to wit, the same Day, Year and Place last mentioned, on herself assumed, and to the said *Lucretia*, in her Life-Time, then and there faithfully promised to pay her the said Sum of five Pounds, when she should be afterwards thereto requested by the said *Lucretia*. And whereas also the said *Margaret*, in her Life-Time, afterwards, to wit, the same Day, Year and Place last mentioned, in Consideration that the said *Lucretia*, before that Time, at the special Instance and Request of the said *Margaret*, had sold and delivered to the said *Margaret*, in her Life-Time, divers other Goods, Wares and Merchandizes, she on herself assumed, and to the said *Lucretia*, in her Life-Time, then and there faithfully promised to pay her as much Money for the said Goods, Wares and Merchandizes last mentioned, as the same at the Time of the Sale and Delivery thereof were reasonably worth, when she should be thereto afterwards requested by the said *Lucretia*; and the said *John* avers, that the said Goods, Wares and Merchandizes last mentioned by the said *Lucretia*, in her Life-Time, sold and delivered to the said *Margaret*, in her Life-Time, were, at the Time of the Sale and

and Delivery thereof, reasonably worth other five Pounds of like lawful Money, of which the said *Margaret*, in her Life-Time, from the said *Lucretia*, in her Life-Time, had Notice : And whereas also the said *Margaret*, in her Life-Time, to wit, the same Day, Year and Place last above-mentioned, was indebted to the said *Lucretia*, in her Life-Time, in the Sum of five Pounds of like lawful Money, for the like Sum, by the said *Lucretia*, in her Life-Time, at the special Instance and Request of the said *Margaret*, in her Life-Time, to the Use of the said *Margaret*, to one Mr. *Charles Wrench* paid ; and being so indebted, the said *Margaret*, in her Life-Time, afterwards, to wit, the same Day, Year and Place last above-mentioned, in Consideration thereof on herself assumed, and to the said *Lucretia* then and there promised to pay to her, the said *Lucretia*, the said last mentioned Sum of five Pounds, when she should be afterwards thereto requested by the said *Lucretia* : And whereas also the said *Margaret*, in her Life-Time, afterwards, to wit, the same Day, Year and Place last mentioned, was indebted to the said *Lucretia*, in her Life-Time, in other five Pounds, of like lawful Money, by the said *Margaret*, in her Life, of several Persons, for the Use of the said *Lucretia*, before that Time had and received : And being indebted, the said *Margaret*, afterwards, to wit, the same Day, Year and Place aforesaid, in Consideration thereof, on her self assumed, and to the said *Lucretia*, in her Life-Time, then and there faithfully promised to pay her the said mentioned Sum of five Pounds, when she should be afterwards thereunto requested by the said *Lucretia* : And whereas also
the

the said *Margaret*, in her Life-Time, afterwards, to wit, the same Day, Year and Place last mentioned, accounted together with the said *Lucretia*, in her Life-Time, of and concerning diverse other Sums of Money, to the said *Lucretia*, by the said *Margaret* then in Arrear, and being unpaid; and upon that Account, the said *Margaret*, in her Life-Time was then and there found in Arrears towards the said *Lucretia*, in her Life-Time, in the Sum of eight Pounds of like lawful Money; and being so found in Arrears, the said *Margaret*, in her Life-Time, in Consideration thereof, afterwards, to wit, the same Day, Year and Place last abovementioned, on her self assumed, and to the said *Lucretia*, in her Life-Time, then and there faithfully promised, that she would pay unto the said *Lucretia*, in her Life-Time, the said last mentioned Sum of eight Pounds, when she should be thereunto required by the said *Lucretia*, in her Life-Time: Nevertheless the said *Margaret*, in her Life-Time, and the said *Elizabeth*, in her Life-Time, after the Death of the said *Margaret*, and the aforesaid *Joseph*, after the Death of the said *Elizabeth*, the said several Promises and Assumptions aforesaid, by the said *Margaret* in her Life-Time, in Form aforesaid, to the said *Lucretia* in her Life-Time made, not in the least regarding, but contriving and fraudulently intending the said *Lucretia*, in her Life-Time, and the aforesaid *John*, after her Death, in this Behalf, craftily and subtilly to deceive and defraud, the aforesaid several Sums of Money, or any Part of them to the said *Lucretia*, in her Life-Time, or to the aforesaid *John*, after her Death, have not paid; nor have any or either of them paid

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paid or satisfied the same, although to do this, the said *Margaret*, in her Life-Time, and the said *Elizabeth* in her Life-Time, after the Death of the said *Margaret*, were oftentimes, afterwards by the said *Lucretia* in her Life-Time requested; and altho' so to do, the said *Joseph*, after the said *Elizabeth's* Death, to wit, the sixteenth Day of *April*, 1782, by the said *John* was requested: But the same to the said *Lucretia* in her Life-Time, or to the aforesaid *John* after her Death, they have refused to pay, and aforesaid *Joseph* doth hitherto refuse to pay the same to the said *John*, to the Damage of the said *John* 20 *l.* and therefore he commences his Suit; and the said *John* bringeth into Court the Letters Testamentary of the said *Lucretia*, by which it plainly appears to the Court that the said *John* is Executor of the Will and Testament aforesaid, and therefore ought to have Administration.

Declaration for immoderate riding of a Horse, so that the Horse died.

Middlesex, **P** HILLIP *Reed* complains of to wit. *George Deake*, in the Custody of the Marshal, and so forth, for that, to wit, That whereas the said *Philip*, the first Day of *August*, 1782, at *Islington* in the said County, at the special Instance and Request of the aforesaid *George*, had accommodated, provided and delivered to the said *George*, a certain Horse of the said *Philip*, of the Value of five Pounds, for a certain Sum.

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Sum agreed on between them, to ride from *Islington* aforesaid to the City of *Wells* in the County of *Somerset*, the said *George* then and there faithfully promised the said *Philip*, that he would not over-ride the said Horse, or in any Respect hurt, or injure the same in the said Journey, but would deliver the same safe and sound to the said *Philip*, when he had performed the said Journey: And the said *Philip* having Confidence in the said Promise of the aforesaid *George*, did then and there accommodate, provide and deliver to the said *George* the aforesaid Horse for the Purpose aforesaid: Yet nevertheless the said *George* contriving and fraudulently intending the said *Philip* in this Behalf to prejudice and injure, the same Day, Year and Place aforesaid, rode the said Horse so immoderately, and so far out of the Way, that by Reason thereof, and of the Fatigue, undue Riding, and bad Keeping of the said Horse, the said Horse died; wherefore he saith he is worse, and hath Damage to the Value of 10*l.* and therefore he brings his Suit, and so forth.

Decla-

Declaration, in Consideration the Plaintiff told the Defendant the Person who stole the Defendant's Rabbits, he would give the Plaintiff three Guineas.

Somersetshire, **J**AMES Burton, the Younger, to wit. complains of Robert Villiers, in the Custody of the Marshal of the *Marshalsea* of our Lord the King, before our said Lord the King, for this, to wit, That whereas upon the thirtieth Day of *January*, in the sixth Year of the Reign of his said present Majesty, the said Robert Villiers had lost certain Rabbits or Conies by him the said Robert before that Time put into a Brake of his the said Robert's, at *Wells* in the said County; and the said Rabbits or Conies, were supposed by the said Robert to have been stolen from him, by some Person or Persons unknown to the said Robert: And the said Robert afterwards, to wit, upon the same Day and Year above-mentioned, at *Wells* aforesaid, in Consideration that if any Person or Persons could or would testify of any Person, that had caught either of the said Rabbits or Conies, on any of the Grounds of the said Robert, so as such Person might be prosecuted according to Law, took upon himself, and at the same Time and Place faithfully promised to pay to such Person or Person, who could or would testify the same, three Guineas, as a Reward, when he should afterwards be thereunto required. And the said James in

in Fact saith, that he the said *James* afterwards, to wit, upon the Day and Year aforesaid, at *Wells* aforesaid, gave Notice to the said *Robert Villiers* that one *James Norton* before the Time of making the said Promise, to wit, upon the said thirtieth Day of *January*, in the Year aforesaid, caught one of the said Rabbits in a certain Ground or Field of the said *Robert Villiers* called *Coomb-Close* in *Wells* aforesaid; and that he the said *James Norton* could and would testify the same, so as the said *James Norton* might be prosecuted according to Law. And the said *James Burton* further in Fact saith, that the said *James Norton* did catch the said Rabbit in the said Ground or Field of the said *Robert Villiers* called *Coomb-Close*, to wit, the Day and Year last above-mentioned; And that he the said *James Burton* could and would have testified the same, whensoever he had been thereunto required, so as the said *James Norton* might have been prosecuted according to Law, and was always ready so to do; whereof the said *Robert Villiers* afterwards, to wit, upon the sixth Day of *February*, in the Year aforesaid, at *Wells* aforesaid had Notice; yet the said *Robert* not regarding his said Promise and Undertaking, but contriving and fraudulently intending craftily and cunningly to deceive and defraud the said *James Burton* in this Behalf, hath not paid the said *James Burton* the said three Guineas, or any Part thereof, nor in any wise satisfied him for the same, (altho' the said *Robert* afterwards, to wit, upon the same Day and Year last above-mentioned, and often afterwards, at *Wells* aforesaid, was requested by the said *James Burton*

Burton so to do) but the said *Robert* hath hitherto altogether refused, and still doth refuse to pay the same to the said *James Burton* ten Pounds; and thereof he brings this Suit.

Declaration for Money delivered by the Plaintiff, to be paid to another Person, which the Defendant did not pay.

Northampton, **NATHANIEL** *Read* complains to wit. of *Thomas Crew*, in the Custody of the Marshal, and so forth, for that, to wit, Whereas the aforesaid *Nathaniel Reed*, the sixth Day of *July*, in the Year of our Lord 1782, at the City of *Peterborough*, in the said County, had delivered to the said *Thomas* eight Pounds of lawful Money of *Great-Britain*, the aforesaid *Thomas*, in Consideration thereof, afterwards, to wit, the same Day, Year and Place, upon himself assumed, and to the said *Nathaniel* then and there faithfully promised, that he the said *Thomas* would pay unto one *John Williams* 5*l.* of the said 8*l.* for the Use of the said *Nathaniel*, and that he would lay out and expend 3*l.* being the Residue of the said 8*l.* for Oranges and Lemons; and that he would procure the said Oranges and Lemons to be carried from the Town of *Northampton*, and to be delivered to the said *Nathaniel*, at the City of *Peterborough* aforesaid, when he should be thereto afterwards requested by the said *Nathaniel*: Nevertheless, the said *Thomas*, his Promise and Assumption aforesaid not in the least regard-

ing, but contriving and fraudulently intending the said *Nathaniel*, in this Behalf, craftily and subtilly to deceive and defraud, hath not paid to the aforesaid *John Williams* the said 5 *l.* Part of the said 8 *l.* for the Use of the said *Nathaniel*, nor hath he laid out, and expended the said 3 *l.* Residue of the said 8 *l.* for Oranges and Lemons, nor procured the said Oranges and Lemons to be carried and delivered to the said *Nathaniel* according to his Promise and Assumption, by him in Form aforesaid made to the said *Nathaniel*, (although so to do, the said *Thomas* afterwards, to wit, the same Day, Year and Place aforesaid, and oftentimes since, by the said *Nathaniel* has been requested) wherefore by Default of the Promise and Assumption aforesaid made by the said *Thomas* to the said *Nathaniel*, he the said *Nathaniel* says he is worse, and hath Damage, to the Value of 20 *l.* and therefore he brings his Suit, and so forth.

Declaration against the Defendant for the keeping an unruly Stone-Horse, which kicked the Plaintiff.

Somerset, **W**ILLIAM *Sheppard*, late of
to wit. *Asbell* in the said County, Yeoman, was attached to answer to *William Hind* and *Anne* his Wife, of a Plea of Trespass upon the Case, and whereof the said *William Hind* and *Anne*, by *W. D.* their Attorney, complains, That the said *William Sheppard*, upon the eighth Day
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of *May* in the sixth Year of his present Maieſty's Reign, at *Wivelyſcombe* in the County aforeſaid, did maliciously and negligently lead and govern a Stone-Horſe of the ſaid *William S.* (knowing the ſaid Stone-Horſe to be acuſtomed to kick and ſtrike at Men and Beaſts) ſo near the ſaid *Anne*, then and there riding upon a certain Mare, that the ſaid Stone-Horſe of the ſaid *William S.* with his hinder Feet then and there did grievouſly and violently kick and ſtrike at the ſaid Mare, on which the ſaid *Anne* then rode and thereby threw her down from the ſaid Mare, and thereby broke and diſjointed her Right Arm, and bruised her in divers Parts of her Body; whereby the ſaid *William Hind* and *Anne* ſay, that they are prejudiced and damaged to the Value of one hundred Pounds; and for that they bring their Suit.

Declaration againſt an Inn-keeper for loſing his Gueſt's Goods.

Somerſet, **E** DWARD Nicholls, late of *Taunton* in the ſaid County, Inn-keeper, was attached to answer *William Walker*, of a Plea of Treſpaſs on the Caſe, and ſo forth: And whereof the ſaid *W.* by *G. H.* his Attorney complains, That whereas, according to the Law and Cuſtom of *England*, Inn-keepers, who keep Common Inns to entertain Perſons travelling by the Places where ſuch Common Inns are kept by Day and Night, are to keep and preſerve ſuch Gueſts, and their Goods and Chattels, and alſo the

the Goods and Chattels of any other the Subjects of this Kingdom, being in the lawful Custody of such Inn-keepers, within the said Inns, without Substraction or Loss; so that by the Default of the said Inn-keeper, or their Servants, any Damage or Loss should in no wise happen to the said Guests, or any other Subjects of this Realm, having Goods or Chattels in the lawful Custody of such Inn-keepers in such Inns: And whereas the said *Edward*, the second Day of *November*, 1782, was an Inn-keeper, and held a Common Inn at *Taunton* aforesaid, to entertain Persons travelling by *Taunton* aforesaid, and sojourning in the said Inn; and one *Richard Johnson*, then the Servant of the said *William Walker*, and travelling through *Taunton* aforesaid, sojourned in the said Inn of the said *Edward*, the same Day and Year aforesaid, and then and there delivered into the lawful Custody of the said *Richard* divers Goods and Chattels to wit, forty Yards of Woollen Cloth to the Value of ten Pounds belonging to the said *William*, and which Goods and Chattels the said *Edward* then and there had in his lawful Custody in the said Inn: Yet certain Malefactors, unto the said *William*, or to the said *Richard* the Servant of the said *William*, unknown, the same Day and Year aforesaid, by Default and Negligence of the said *Edward* and his Servants, took and carried away the said Goods of the said *Edward*, then and there being in the said Inn, and in the lawful Custody of the said *Edward*, to wit, at *Taunton* aforesaid, and other

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Wrongs to the said *William* did, against the Law and Custom aforesaid, to the Damage of the said *William* twenty Pounds; and on that Account he brings his Suit, and so forth.

Declaration for keeping a Dog knowing him to be accustomed to bite Sheep.

Somerset, *FRANCIS Webber*, late of Bridgewater in the said County, Yeoman, was attached to answer *William Bullock*, of a Plea of Trespass on the Case, and so forth: And whereof the said *William*, by *J. G.* his Attorney complains, that whereas the said *Francis* the seventh Day of *March*, in the Year of our Lord One thousand seven hundred and thirty-two, at *Wells* in the said County, kept a certain Dog, knowing him to be accustomed to bite Sheep, which said Dog, afterwards, to wit, the same Day and Year aforesaid, at *Wells* aforesaid, then being the Dog of the said *Francis*, one hundred Wether Sheep, and one hundred Ewes of the said *William*, then and there found so violently chased, drove into Ditches, and bit, that by the Biting of the said Dog, one hundred of the said Wether Sheep and Ewes, to the Value of sixty Pounds, then and there died, and the Residue of the said Wether Sheep and Ewes were very much prejudiced, to the Damage of the said *William* ninety Pounds; and thereof he brings his Suit, and so forth.

Decla-

*Declaration by an Attorney for scandalous Words,
in calling the Plaintiff an old Rogue and a Cheat.*

Somersetshire, **T**HOMAS Tame, of the City
to wit. of Bath, in the County of So-
merfet, Clothier, was attached to answer unto
Richard Gotley, Gent. one of the Attornies of
the Court of the Lord the King of the Bench,
according to the Liberty and Privilege of the
same Court for such Attornies and other Minis-
ters of the said Court, Time immemorial used
and approved of, of a Plea of Trespass on the
Case; and whereof the said *Richard* in his pro-
per Person complains, That whereas the said
Richard is a good, true, pious, faithful and ho-
nest Subject of the said Lord the King, that now
is, and of his Predecessors, Kings and Queens of
this Realm, from the Time of his Nativity hither-
to hath behaved, carried and governed himself,
and from all kind of Fraud or Deceit, or with the
Stain or Blot of any such like Crimes or any
Suspicion whatsoever of any of them, during all
the Time aforesaid, clear, free, and altogether
unsuspected, hath lived, continued and been, and
of a good Name, Fame, Credit, Conversation
and Reputation for all the Time aforesaid hath
remained, continued, and been; and so as well
amongst his Neighbours, as amongst other Liege
and faithful Subjects of the said Lord the King,
that now is, to whom he has been known, hath
been esteemed and reputed: And whereas he the
C 3 said

said *Richard* now is, and for several Years now last past hath been one of the Attornies of the said Lord the King of the Bench, and as such an Attorney, divers Actions, Causes and Suits, for divers faithful Subjects of the said Lord the now King and his Predecessors, (as his Clients) from Time to Time, during all the Time, aforesaid, diligently, honesty, and according to the best of his Skill and Judgment, prosecuted, defended and solicited: And whereas also the said *Richard* now is, and for several Years now last past hath been Town-Clerk of the City of *Bath*, which is a Place of great Credit, Esteem and Reputation, within the said City, and as such by his civil Behaviour, Conversation, and way of Life, by all his Neighbours, and other Liege and faithful Subjects of the said Lord the now King and his Predecessors, not undeservedly acquired, but also great Gain and Profit, as well in the Office of an Attorney, as in being Town-Clerk aforesaid, for the Maintenance of himself and Family, from Time to Time faithfully and honestly gained and acquired: Notwithstanding the said *Thomas*, not being Ignorant of the Premisses, but contriving and maliciously intending the said *Richard* in this Behalf greatly to prejudice, and the said *Richard* in his good Name, Fame, Credit, Esteem and Reputation, and in his Office aforesaid to hurt and damnify, the twenty-sixth Day of *April*, in the Year of our Lord One thousand seven hundred and thirty-three, at *Bath* aforesaid, through his own meer Malice towards the said *Richard*, these false, feigned, scandalous and opprobrious *English* Words following, of the said *Richard*, and to the said *Richard*, in the Presence

fence and Hearing of very many Subjects of the said Lord the now King, and Clients of the said *Richard*, openly, publickly, falsly and maliciously spoke, asserted, pronounced, and with a loud Voice published and declared, to wit, *Thou* (the aforesaid *Richard* meaning) *art a cheating old Rogue and a Villain*: And the said *Thomas* out of his further Malice aforesaid, towards the said *Richard* afterwards, on the same Day and Year, at *Bath* aforesaid, these other false, feigned, scandalous and opprobrious *English* Words following, of the said *Richard*, in the Presence and Hearing of many other Subjects of the said Lord the now King, and Clients of the said *Richard*, openly, publickly, falsly and maliciously spoke, asserted, pronounced, and with a loud Voice published and declared, to wit, *Thou* (the aforesaid *Richard* again meaning) *art a Cheat, an old Rogue, and a Villain*; by Pretext and Reason of the speaking, Uttering, Publishing and Pronouncing of the aforesaid false, feigned, scandalous and opprobrious *English* Words, the said *Richard*, not only in his lawful and honest Business of an Attorney, for divers honest and faithful Persons who were his Clients, by whom the said *Richard* in several Suits and Causes for them was retained, is greatly hurt and prejudiced, but also is brought into great Infamy and Ignominy towards very many Liege and faithful Subjects of the said Lord the King, and divers others who were his Clients, and is otherwise greatly hurt, prejudiced and oppressed, to the damage of the said *Richard* one hundred Pounds; and thereupon he brings his Suit.

Declaration for causing Plaintiff to be arrested indicted and prosecuting the Indictments of Felony, of which he was acquitted.

Somersetshire, THOMAS Sharp, late of
to wit. Wyldy in the County of
Wiltshire, Yeoman, Thomas Warner, late of
Froom-Sellwood, in the County of Somerset, Yeoman,
Joseph Burges, late of Froom-Sellwood afore-
said, Yeoman and Richard Burges, late of Froom-
Sellwood afore said, Yeoman, were attached to
answer to William Eyles other called Wheeler, of
a Plea of Trespas on the Case; and whereof the
said William, by his Attorney complains, that
whereas the said Thomas is a good, true, honest,
faithful and loyal Subject of his present Majesty;
and hath always from his Birth hitherto behaved,
and governed himself as such a good, true, honest,
faithful and loyal Subject of his said Majesty,
and his Predecessors; and was always reputed
taken and known to be of good Name, Fame,
Credit, Life and Conversation, and always re-
maind free and untainted of and from all kind
of Fraud, Felony, Theft and Deceit, and of and
from all Suspicion thereof: Yet the said Thomas
S. Thomas W. Joseph and Richard B. well
knowing the Premises, but contriving and frau-
dulently intending to hurt and injure the said
William in his good Name, Credit and Reputa-
tion afore said, and also to bring his Life into
Danger, and to cause him to forfeit all his Goods
and

and Chattels, upon the tenth Day of *March*, in the sixth Year of his present Majesty's Reign, at *Taunton* in the said County of *Somerset*, falsly and maliciously imputed the Crime of Felony to him the said *William*, and then and there falsly and maliciously affirmed, that the said *William* had feloniously stole, taken, and carried away one Mare of the Goods and Chattels of the said *Thomas S.* and procured the said *William* to be arrested for the said Felony, supposed to be done by him, and falsely and maliciously procured him to be imprisoned for the same, at *Taunton* aforesaid, until the said *Thomas S. Thomas W. Joseph* and *Richard B.* of their further Malice aforesaid, afterwards, to wit, at the Sessions of our said Lord the King, of *Oyer* and *Terminer*, held for the said County of *Somerset*, at the Castle of *Taunton* in the said County, upon *Monday* the twelfth Day of *March*, in the said sixth Year of his present Majesty's Reign, before Sir *Robert Eyre*, Knight, Chief Justice of his said Majesty's Court of Common Bench, *William Lee*, Esq; one of the Justices of his said Majesty, assigned to hold Pleas before his said Majesty, *Christopher Hawkins*, Esq; and others their Companions, then his said Majesty's Justices, assigned by his said Majesty's Letter's Patents under his Great Seal of *Great-Britain*, to enquire, hear and determine in this Behalf, a certain Bill of Indictment against the said *William*, by the Name of *William Eyles*, otherwise *Wheeler*, late of *Froom Sellwood*, in the said County of *Somerset*, Broadweaver, for that the said *William*, upon the first Day of *January*, in the sixth Year of his said Majesty's Reign, by Force and Arms, &c. at

Froom-Sellwood aforesaid in the said County, one Mare of a Black Colour, of the Price of fifty Shillings, of the Goods and Chattels of the said *Thomas S.* then and there found, then and there feloniously stole, took and carried away against the Peace of his present Majesty, his Crown and Dignity, and so forth, falsely and maliciously exhibited to the Grand Jury, then and there sworn and charged before the said Justices to enquire for his said Majesty, for the Body of the said County; and the said *Thomas S. Thomas W. Joseph* and *Richard B.* then and there falsely and maliciously laboured and procured their said Bill to be found by the said Grand Jury, against the said *William*, which said Indictment so found, the said Justices, at the same Sessions of Oyer and Terminer, with their own Hands delivered to the said Sir *Robert Eyre* and *William Lee*, Esq; then his said Majesty's Justices assigned to deliver his Gaol of his said County of *Somerset*, from the Prisoners then being therein holden at the said Castle at *Taunton*, upon the said twelfth Day of *March*, in the sixth Year aforesaid, before the said Justices there of Record to be determined; and the said *Thomas S. Thomas W. Joseph* and *Richard B.* falsely and maliciously further prosecuted the said Indictment against the said *William*, at the said Goal Delivery, until afterwards, at the said Goal-Delivery holden for the said County, at the said Castle of *Taunton*, upon the same twelfth Day of *March* in the sixth Year aforesaid, before the said Justices, he the said *William* was by a Jury of his Country, and by the Judgment of the said Court, duly acquitted of the Premises above charged upon him by the said Indict-

Indictment; by Reason of which Malice and false Prosecution, the said *William* is greatly hurt and prejudiced in his good Name, Fame, Credit and Reputation aforesaid, and fell into great Suspicion of the aforesaid supposed Felony among many loyal Subjects of his said Majesty, to whom his Innocence in this Behalf was unknown; and many others of his said Majesty's loyal Subjects have withdrawn themselves from, and shunned the Company and Business of the said *William*, as a Person guilty of the said pretended heinous Crime, and daily do so more and more, and altogether refuse to have Dealings with the said *William*, as before they were wont to have; and was also forced to expend and lay out diverse great Sums of Money in defending himself, and in making his Innocence in this Behalf appear, and to undergo great Troubles and Labour to obtain his Discharge in this Behalf; whereby the said *William* saith, that he is prejudiced and damaged to the Value of one hundred Pounds; and for that he brings his Suit.

Decla-

Froom-Sellwood aforesaid in the said County, one Mare of a Black Colour, of the Price of fifty Shillings, of the Goods and Chattels of the said *Thomas S.* then and there found, then and there feloniously stole, took and carried away against the Peace of his present Majesty, his Crown and Dignity, and so forth, falsely and maliciously exhibited to the Grand Jury, then and there sworn and charged before the said Justices to enquire for his said Majesty, for the Body of the said County; and the said *Thomas S. Thomas W. Joseph* and *Richard B.* then and there falsely and maliciously laboured and procured their said Bill to be found by the said Grand Jury, against the said *William*, which said Indictment so found, the said Justices, at the same Sessions of Oyer and Terminer, with their own Hands delivered to the said Sir *Robert Eyre* and *William Lee*, Esq; then his said Majesty's Justices assigned to deliver his Gaol of his said County of *Somerset*, from the Prisoners then being therein holden at the said Castle at *Taunton*, upon the said twelfth Day of *March*, in the sixth Year aforesaid, before the said Justices there of Record to be determined; and the said *Thomas S. Thomas W. Joseph* and *Richard B.* falsly and maliciously further prosecuted the said Indictment against the said *William*, at the said Goal Delivery, until afterwards, at the said Goal-Delivery holden for the said County, at the said Castle of *Taunton*, upon the same twelfth Day of *March* in the sixth Year aforesaid, before the said Justices, he the said *William* was by a Jury of his Country, and by the Judgment of the said Court, duly acquitted of the Premises above charged upon him by the said Indict-

Indictment; by Reason of which Malice and false Prosecution, the said *William* is greatly hurt and prejudiced in his good Name, Fame, Credit and Reputation aforesaid, and fell into great Suspicion of the aforesaid supposed Felony among many loyal Subjects of his said Majesty, to whom his Innocence in this Behalf was unknown; and many others of his said Majesty's loyal Subjects have withdrawn themselves from, and shunned the Company and Business of the said *William*, as a Person guilty of the said pretended heinous Crime, and daily do so more and more, and altogether refuse to have Dealings with the said *William*, as before they were wont to have; and was also forced to expend and lay out diverse great Sums of Money in defending himself, and in making his Innocence in this Behalf appear, and to undergo great Troubles and Labour to obtain his Discharge in this Behalf; whereby the said *William* saith, that he is prejudiced and damaged to the Value of one hundred Pounds; and for that he brings his Suit.

Decla-

Declaration, for indicting Plaintiff at the Sessions for Felony, of which he was acquitted.

Gloucestershire, JOHN Cofin, late of Thornbury, to wit. in the said County, Yeoman, was attached to answer to *Robert Fitzgerald*, of a Plea of Trespass upon the Case: And whereof the said *Robert*, by C. G. his Attorney, complains, that whereas the said *Robert* is a good, true, honest and loyal Subject of his present Majesty, and hath always from his Birth hitherto behaved himself as such a good, true, loyal and honest Subject of his said present Majesty and of his Predecessors, and hath, during all the said Time, been held, esteemed and reputed to be of good Name, Fame, Credit, Reputation, Conversation and Behaviour among all his Neighbours and other loyal Subjects of his said present Majesty, and of his Predecessors, to whom he was known, and hath always lived free, and altogether unsuspected of and from all Kind of Theft, Felony, and all other such heinous Crimes, and from all Blemish thereof; and hath hitherto always followed a good and honest Way of living; whereby the said *Robert* not only deservedly gained the Love and Good Will of all his Neighbours and others his said present Majesty's loyal Subjects, but also from Time to Time, justly and honestly gained diverse Profits towards his own, and his Family's Maintenance: Yet the said *John*, well knowing the Premises, but contriving

triving and maliciously intending not only to deprive the said *Robert* of his good Name, Credit and Reputation aforesaid, but also to bring the said *Robert* into publick Disgrace, Reproach and Scandal, and to cause him to be punished for a Felon at his said Majesty's General Quarter-Sessions of the Peace, held at the *Booth-hall* in *Gloucester* for the said County, upon *Tuesday*, in the next Week after the Feast of the *Epiphany* of our Lord, to wit, upon the 11th Day of *January*, in the sixth Year of the Reign of his said present Majesty, before *Charles Hyeit*, *Richard de La Bere*, Esqrs; and others their Companions, then Keepers of the Peace and his said present Majesty's Justices, assigned to keep the Peace of his said Majesty within the said County; and also to hear and determine diverse Felonies, Trespasses and other Misdemeanours committed in the said County, falsely and maliciously, and without any reasonable or probable Cause caused the said *Robert* to be indicted, for that he the said *Robert*, upon the first Day of *December*, in the fifth Year of the Reign of his said present Majesty, by Force and Arms, and so forth, at the Parish of *Thornbury* aforesaid, in the County aforesaid, one Pullet of the Price of Nine-pence, of the Goods and Chattels of the said *John*, then and there being found, then and there feloniously stole, took, and carried away, against the Peace of his said present Majesty, his Crown and Dignity: And thereupon such Proceedings were had in the same Court of Sessions, against the said *Robert*, at the Instance and Prosecution of the said *John*, that afterwards, to wit, at the same Court, he the said *Robert* was in due manner acquitted of the Premises

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misses aforesaid, specified in the said Indictment, by a Jury of the said County, and by the Judgment of the said Court o Sessions, as by the Record thereof doth more fully appear: By Reason whereof the said *Robert* is not only greatly hurt and damaged in his good Name, Credit and Reputation aforesaid, but also to make his Innocence in this Behalf appear, was forced to undergo great Labour and Trouble, and to lay out and expend diverse great Sums of Money in and about his Defence, and to obtain his Discharge in this Behalf; whereof the said *Robert* saith, that he is prejudiced and damaged to the Value of 500*l.* and thereof he brings his Suit.

Declaration for scandalous Words, tending to charge Plaintiff with robbing on the Highway.

Berkshire; **T**HOMAS M. by A. K. his Attorney to wit. complains of G. L. Gent. one of the Attornies of the Court of Common Bench of our Sovereign Lord the King, present here in Court in his proper Person; for that whereas the said T. is and for many Years last past hath been a good, true, honest and faithful Subject of our said now Lord the King, and as a true, honest and faithful Subject of the said Lord the King and of his Predecessors, late Kings of this Kingdom, from the Time of his Nativity hath hitherto carried and governed himself, and hath always been reputed of good Name, Fame, Condition and Conversation, and honest and virtuous

tuous in his Life, as well amongst his Neigh-
 bours, as other faithful Subjects of our said Lord
 the King, to whom he hath been known; and
 from all kind of Felony, Theft, Robbery on the
 Highway, or other Robbery, or any such horrid
 and wicked Crimes, or the Suspicion thereof, or
 any of them, hath hitherto remained unsuspected,
 unhurt and untouched; and by Reason thereof,
 the said *T. M.* hath obtained not only the Good
 Will, Friendship and Favour of all his Neigh-
 bours, and other Subjects of the said Lord the
 King; but also for many Years now last past,
 hath acted as a Husbandman, and been employ-
 ed by many of his Neighbours and others, faith-
 ful Subjects of the said Lord the King, and
 thereby hath got and obtained from Time to
 Time, several great Sums of Money, to the
 Keeping and enriching of himself and his Fam-
 ily: Nevertheless the said *G. L.* not being igno-
 rant of the Premisses, of his mere and wicked
 Malice contriving and maliciously intending
 the aforesaid *T. M.* not only in his good Name,
 Fame, Esteem, State and Reputation aforesaid,
 in which before he was untouched and unsuspect-
 ed, to hurt scandalize and to make worse, and
 wholly to blacken; but also the said *T. M.* of his
 good Name, Fame, and honest and plentiful
 Profits of and in his Dealings as a Husbandman,
 to deprive, and to bring the said *T. M.* into the
 ill Opinion of all his Neighbours and others,
 faithful Subjects of the said Lord the King, and
 to bring the said *T. M.* into the Danger of losing
 his Life, and forfeiting all and singular his Goods
 and Chattels, Lands and Tenements, of under-
 going and suffering the Penalties and Punish-
 ments

ments by the Law appointed, for robbing on the Highway; he the said G. L. on the third Day of *February* in the sixth Year of the Reign of our said now Lord the King at *W.* in the County of *B.* falsely and maliciously, openly and publickly spoke, asserted, uttered and published, and with a loud Voice pronounced these false scandalous and opprobrious *English* Words following, of the same *T. M.* in the Presence and hearing of very many Subjects of this Kingdom, being then and there present, and hearing, to wit, *What is that one of the Guineas* (meaning a Guinea that was then produced by *M. M.* Wife of the said *T. M.*) *that Tom* (meaning the said *T. M.*) *took upon Hownslow-Heath; it is Charity of him to send some of them down into the Country:* And the said *T. M.* further saith, that the said G. L. of his further Malice against the said *T. M.* afterwards, on the Day, and in the Year, and at the Place last mentioned, having Discourse and Speech with diverse other Persons, of and concerning the said *T. M.* he the said G. L. in the Presence and Hearing of diverse other Persons then and there present, and hearing the same, did falsely and maliciously, openly and loudly say, publish and declare of and concerning the said *T. M.* these other false and scandalous *English* Words following (that is to say) *he* (meaning the said *T. M.*) *is took as well as his Horse, and he* (meaning the said *T. M.*) *will be hanged;* and the said *T. M.* further saith, that the said G. L. of his further Malice against the said *T. M.* afterwards, on the same Day and Year, and at the Place last mentioned, having Discourse and Speech with diverse Persons of and concerning the

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the said *T. M.* he the said *G. L.* in the Presence and Hearing of diverse Persons then and there present, did falsely and maliciously, openly and loudly say, publish and declare of and concerning the said *T. M.* these other false and scandalous *English* Words; following; (that is to say) *T. M.* (meaning the said *T. M. that lives at L. belonging to the Water-works of N. that married N's Daughter that lives in the Market-Place in N. Robbed the Windsor Coach upon Hounslow-Heath, and he* (meaning the said *T. M.*) *is in Newgate, or some other Gaol with Fetters on, and he* (meaning the said *T. M.*) *will be hanged before March* (meaning the Month of *March*) *comes in.* And the said *G. L.* out of his farther Malice, did then and there also say, in the Presence and Hearing of the said several Persons, my Name is *G. L. I.* (the said *G. L.* then speaking) *do say that T. M.* (meaning the said *T. M.*) *robbed the Windsor Coach, and I* (the said *G. L.* still speaking) *will testify it;* by Pretext and Means of which speaking, asserting, uttering and publishing of which said false, scandalous and opprobrious *English* Words, the said *Tho. M.* is not only greatly scandalized and damaged in his good Name, Fame, Credit and Esteem aforesaid among the many faithful Subjects of this Kingdom, with whom he was reputed, esteemed and untainted, and his Reputation and Credit is grievously lessened; but also in his lawful and honest Employment, was, and still is hurt and damaged, and in the bad Opinion of very many of them, and others of the said King's Subjects; and very many Persons, who before the speaking the said Words, used to deal with and employ the said *T. M.*

from

from the Occasion aforesaid and since that Time, have withdrawn themselves from the Company of him the said *T. M.* and yet withdraw themselves, and entirely refuse to deal with or employ the said *T. M.* whereupon the said *T. M.* says he is hurt and hath Damage to the Value of 500*l.* and thereupon he prays his Remedy.

Declaration for scandalous Words, in saying Plaintiff had the Pox.

Middlesex, A. P. late of the Parish of St. Clement to wit. *A. Danes*, in the aforesaid County, Spinster, was attached to answer *E. H.* of a Plea of Trespass on the Case, and so forth: And whereupon the aforesaid *E.* by his Attorney, complains, that whereas the *French Pox* always was, and still among all Persons is esteemed a Disease so filthy, contagious, putrid and detestable, that every Person not only shuns the Society and Conversation of all such Persons who are infected with that putrid and detestable Disease, and who are said and reputed to be infected and defiled with that Disease; but also any Commerce and Fellowship to have, or in any wise to admit of, they altogether refuse, and do wholly abhor to eat or drink with such Person infected, or who is reputed to be defiled with that Disease. And whereas also the said *E.* is a good, true, faithful, pious, chaste, credible and honest Subject of the same Lord the King, that now is, and as a good, true faithful, pious, chaste, credible and

and honest Subject of the same Lord the King, that now is, from the Time of his Nativity hitherto hath behaved, demeaned and governed himself, and of good, pious, true, chaste honest and unspotted Character, without any dishonest, filthy, unchaste or dissolute Way of living, or any Suspicion thereof, for all the Time aforesaid, he hath led his Life and Conversation, with Esteem; and hath continued all kind of Sobriety, Probity and Honesty, always desiring, embracing and exercising the Laws of this Kingdom of *England*, and hath ever been, and still is a most diligent Observer thereof, and from all Incontinency, Luxury and Immodesty so free and Innocent, that he hath never perpetrated the filthy and heinous Crime of Fornication, Adultery, or any noxious Wickedness of that Nature, nor ever was he defiled or infected with the aforesaid *French Pox*; but for the whole Time of his Life, hath been free, and still is free and clear, in all Parts of his Body, from the same putrid and detestable Disease, and never was suspected or reputed to be infected or defiled with that Disease; for which Reason, the said *E.* not only had and enjoyed the Comfort, Society and Conversation of his Friends, Neighbours, Kindred and Companions, to the great Satisfaction and Pleasure of his Life, but also, (not undeservedly) had gotten and procured himself the Favour and Benevolence of diverse worthy and honourable Persons of great Esteem and Repute: Nevertheless the aforesaid *A.* not ingorant of the Premisses, but of her own meer premeditated and wicked Malice, the Felicity of the said *E.* vehemently and greatly envying, and contriving and wickedly

ly intending him the said *E.* in his good name, Fame, Credit and Reputation aforesaid, (in which, as beforementioned, he was untouched) unlawfully to hurt, impair and wholly blacken, and to render and make him the said *E.* opprobrious and scandalous in the Eye of the World; so that his aforesaid Neighbours and other Persons, who were before wont to have and admit Society and Friendship with him, might account and Esteem him the said *E.* for a wicked and incontinent Person, and repute him for a Person libidinous, and with the aforesaid *French Pox* (being a putrid, detestable and contagious Disease, as before mentioned) to be infected and defiled, and by that Means to make all his Friends, Companions, Kindred and Neighbours, and all other Persons to whom he ever was known, wholly to abhor him, to the Intent that the said *E.* might lead a deserted, disconsolate and detestable Life, on the first Day of *February*, in the Year of our Lord one Thousand seven Hundred and thirty-two, at the aforesaid Parish in the aforesaid County, talking and having Discourse with the said *E.* in the Presence and Hearing of diverse faithful and worthy Persons, faithful Subjects of our Lord the King, that now is, there assembled together, of and to him the said *E. H.* these false, feigned, scandalous, opprobrious, and malicious Words and Lies following did speak, utter, declare and publish, to wit; *You Mr. H. (meaning the said E. H.) are a Rogue, and have got the Pox to that Degree, that you are quite rotten with the same, and are ready to fall to Pieces as you go along; And also the said A. of her last Malice towards the aforesaid E. premeditated, and him*
the

the said *E.* lastly to scandalize and hurt in Form aforesaid, afterwards, to wit on the Day and Year last abovementioned, at the Parish aforesaid, in the County aforesaid, in the Presence and Hearing of a great many of the faithful Subjects of our said Lord the King, that now is, falsely openly and publickly did say and declare these false, feigned and scandalous Words, to wit, *You Mr. H. (still meaning the said E. H.) are a Rogue and a Thief, and I'll prove you one; and you are likewise a rotten pocky Dog, and ready to fall to Pieces with the Pox;* when indeed at the Time of speaking and publishing the said false and scandalous Words, or at any Time in his whole Life, he the said *E.* was not infected with the aforesaid *French Pox*; by Pretext of which aforesaid, false, feigned and scandalous Words and Declarations the said *E.* not only into publick Scandal, Disgrace and Infamy is brought, and reputed a libidinous and debauched Person; but also his Friends, Neighbours, Kindred and other Persons have shunned and abhorred him the said *E.* and still do shun and abhor him the said *E.* as a Person infected, and contagious, and have refused, and still do refuse to have any Dealing or Converse with him the said *E.* by which Means the said *E.* in his lawful Business acting is very much prejudiced, and the worse, to the Damage of the said *E. H.* 100 *l.* and therefore he brings his Suit.

Decla-

Declaration for scandalous Words, in calling Plaintiff So lomite and a Buggerer.

Somerſetſhire, **T**HOMAS E late of---in the
to wit. ſaid County-----was attached
to answer *W. G.* of a Plea of Trespaſs on the
Caſe, and ſo forth: And whereof the ſaid *W.* by
J. G. his Attorney, complains, that whereas the
ſaid *W.* is a good true, faithful and honeſt Sub-
ject of our Sovereign Lord the King, that now is,
and as a good, true, faithful and honeſt Subject
of the ſaid Lord the King, that now is, from the
Time of his Nativity hitherto hath behaved,
carried and demeaned himſelf, and of a good
Name, Fame, Credit, Converſation and Re-
putation, and for an honeſt and virtuous Way of
Life, as well amongſt all his Neighbours, as
amongſt other faithful and Liege Subjects of the
ſaid Lord the King, that now is, to whom the
ſaid *W.* was known, hath remained, continued,
and been, and was always valued, eſteemed and
reputed, and from that deteſtable and abomina-
ble Sin of Sodomy or Buggery, and from all Kind
of Theft, Robbery, Felony or Fraud, or any
other ſuch like heinous or offensive Crimes and
Wickedneſs, and from any Mark or Suspicion of
any of them, from the Time of his Nativity
hitherto, clear, free, and altogether unſuſpected
hath lived, continued and remained; by Reason
whereof the ſaid *William* the Love, Favour and
Eſteem of all his ſaid Neighbours and other
faith-

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faithful and Leige Subjects of the said Lord the King, hath not undeservedly acquired and obtained: Nevertheless the said *T.* not being ignorant of the Premises, but envying such the happy State and Condition of the said *W.* and contriving and maliciously intending the said *W.* in his good Name, Fame, Credit, Esteem and Reputation, to hurt, lessen, scandalize, destroy and blacken, and the said *W.* into publick Scandal, Infamy and Ignominy, and in the Peril and Danger of losing his Life, to draw and bring, the fiftenth Day of *May* in the Year of our Lord one Thousand seven Hundred and thirty-three, at-----aforesaid, in the Presence and Hearing of very many Liege People, and other faithful Subjects of the said Lord the King, that now is, then and there present, did falsely, maliciously, and openly say, utter and speak, and with a loud Voice publish and pronounce of the said *W.* and to the said *W.* these false, scandalous and opprobrious *English* Words, followinig; that is to say, *Thou* (the aforesaid *W.* meaning) *art a Sodomite, and a Buggering Rogue, and I* (meaning the said *T.*) *can prove it.* By Reason and Pretext of the speaking, uttering, publishing and pronouncing of which said false, scandalous and opprobrious *English* Words, the said *W.* is not only greatly prejudiced and hurt in his good Name, Credit, Fame and Reputation; but also in his lawful and honest Calling and Way of Business, is greatly hindred and obstructed, to the Damage of the said *W.* one hundred Pounds; and therefore he brings his Suit.

Decla-

Declaration for scandalous Words, charging Plaintiff with Perjury.

Druenshire, **G.** *L.* late of---in the said County to wit. ---was attached to answer *R. H.* Esq; of a Plea of Trespass on the Case; and wherefore the said *R.* by *J. G.* his Attorney, complains, that whereas the said *R.* is a good, true, faithful and honest Subject of the Lord the now King, of good Name, Fame, Conversation and Condition, and so was held, esteemed and reputed to be, as well amongst his Neighbours, as amongst other faithful Subjects of the said Lord the King, and from all Manner of Perjury, Subordination of Perjury, Violation of his Faith, Falsity or any other such like Crimes, from the Time of his Nativity hitherto, hath lived, and continued clear, free and unsuspected; and hath always hitherto carried and demeaned himself in a pious and honest Way of living: And whereas the said *R.* now is, and for many Years last past hath been one of the Justices of the Lord the King, for keeping the Peace in the said County of *Devon*, and assigned to hear and determine divers Felonies, Trespasses and uther unlawful Actions committed in the said County:- Yet the said *G.* not ignorant of the Premisses, but contriving and maliciously intending him the said *R.* greatly to prejudice, and his good Name and Fame to hurt detract and blacken, the ninth Day of *November* in the sixth Year of the said

said Lord the now King, at---in the said County, upon a Discourse then and there had of the said R. certain false and scandalous Words of the said R. in the Presence and Hearing of many of the faithful Subjects of the said Lord the King, openly and publickly said, pronounced and published in the Words following, to wit, *bath taken a false Oath against me, (meaning the said G. L.) and is a damned false, forsworn Rogue, and if I (meaning the said C. L.) had Maney, I (meaning the said G. L.) would have his Ears cut off;* and the said G. as aforesaid, contriving and maliciously intending the said R. in Form aforesaid, to prejudice and damnify, afterwards, to wit. the Day and Year abovesaid, at----aforesaid, upon a Discourse then and there had of the said R. certain other false and scandalous Words of the said R. in the Presence and Hearing of several other faithful Subjects of the said Lord the now King openly and publickly said, pronounced and published in these Words, to wit, H. of---- (meaning him the said R. H.) *bath taken a false Oath against me, (meaning the said G. L.) about a Cock, and is a damned false, forsworn, perjured Rogue.* By Reason of the Speaking, pronouncing, and publishing of which said several false and scandalous Words, the said R. is not only greatly prejudiced in his good Name and Fame, but also is much hindred in the doing his lawful and honest Business; Wherefore the said R. saith he is prejudiced and hath Damage to the Value of two hundred Pounds; and therefore he brings his Suit.

Declaration for scandalous Words, charging the Plaintiff with a Robbery.

Somersetshire, **E**. E. late of-----in the said
to wit. County,-----was attached to
answer *S. M.* of a Plea of Trespas on the Case,
and so forth: And whereof the said *S.* by *George*
J. his Attorney, complaineth, that whereas the
aforesaid *S.* now is a good, true, pious, just and
honest Subject of the said Lord the now King,
ane hath always from the Time of his Nativity
hitherto carried, managed and governed himself,
as a good, true, pious, just, and honest Subject
of the said Lord the now King and his Predeces-
sors Kings and Queens of this Realm; and was
always reckoned, known, esteemed and reputed
of a good Name, Fame, Conversation and Con-
dition, as well among his Neighbours, as all o-
ther Subjects of the said Lord the now King, to
whom the said *S.* was known, and hath lived and
continued for the whole Time abovesaid, as a
good, true and just Man, and of honest Conver-
sation and Condition, esteemed free from any
Stain, Infamy, and without any Crime of Theft,
Robbery, Falshood, Deceit or Covin, and any
Mark or Suspicion of the same, and from any sort
of hurtful Crime, and by that Means he had got
and enjoyed great Credit, the good Opinion, and
the Favour and Benevolence of divers Subjects
of the said Lord the now King: Notwithstand-
ing the aforesaid *Edward*, not ignorant of the
Pre-

Premises, of his own meer vicious Malice contriving and maliciously and cunningly intending to impair and injure the Name, Fame, Estate and Reputation of him the said S. and to bring and draw him the said S. into the Mistrust and Discredit of all Subjects of the said Lord the now King, and into the Scandal, Infamy and Danger of losing his Life by the Laws of this Realm against such sort of Malefactors, and the same Subjects should esteem him the said S. to be a Rogue, a Robber and a Thief, on the twenty-seventh Day of *October*, in the Year of our Lord One thousand seven hundred and thirty-two, at *Ilminster*, in the County aforesaid, did falsely and maliciously, openly and publicly speak, assert, utter and publish, and with a loud Voice pronounce these false, feigned, scandalous and opprobrious *English* Words following, to the said S. and of the said S. in the Presence and Hearing of very many Subjects of this Kingdom, being then and there present and hearing, (to wit) *Thou* (meaning the aforesaid S.) *art a Rogue, and a Sheep-stealing Rogue, for thou didst steal thy Uncle Levi's Sheep,* (meaning one J. L. Uncle of the said S.) *and moreover art a Rogue, for thou didst steal a Turkey-Cock, and Pea-ben from us,* (meaning from the said E. and one E. K. Widow.) And the said *Edward*, out of his farther preconceived Malice towards him the said S. afterwards, that is to say, on the same Day and Year aforesaid, at *Ilminster* aforesaid, in the County aforesaid, in the Presence and Hearing of very many other Subjects of the said Lord the now King, then and there being present and hearing, did falsely and maliciously, openly and publicly

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speak,

“ speak, assert, utter, publish, and with a loud Voice pronounce these other false, feigned, scandalous and opprobrious *English* Words following, to the said S. and of the said S. in the Presence and Hearing of very many other Subjects of this Kingdom, being then and there present and hearing, (to wit) *Thou* (meaning the said S. *art a Rogue, and a Sheep-stealing Rogue, for thou didst steal thy Uncle L's Sheep*, (meaning the said *John L.* Uncle of the said S.) and also these other Words following, *and moreover thou* (again meaning the said S.) *art a Rogue, and didst steal a Turkey-Cock and Pea-ben from us*, (meaning from the said E. and the said E. K.) *and thy Son* (meaning *W. M.* the Son of the said S.) *shall prove it.* By Pretext of the speaking, asserting, uttering and publishing of which said false, feigned, scandalous and opprobrious Words, the said S. is not only greatly hurt, scandalized, and damaged in his good Name, Fame, Credit and Esteem, with those by whom he used to be esteemed, and reputed, before the Time of the publishing of the false Words aforesaid, but also the said S. by reason thereof hath incurred great Infamy, Discredit, and a bad Opinion amongst all his Neighbours, and other Subjects of the said Lord the now King, and to the Damage of the said S. fifty Pounds; and therefore he brings his Suit.

Decla-

Declaration against the Defendants, for charging the Plaintiff with Felony and Piracy, and procuring him to be tried at the Admiralty Court for the same.

London, **T.** J. late of the City of *Bristol*, and to wit. J. R. late of the same City, was attached to answer C. D. of a Plea of Trespass on the Case; and whereupon the said C. by J. G. his Attorney complaineth, That whereas the said C. is a good-true, honest and loyal Subject to his present Majesty, and hath always from his Birth, hitherto behaved himself as such, a good, true, honest, and loyal Subject of his said Majesty and his Predecessors; and hath always been deemed, held and esteemed of good Name Credit and Reputation, and wholly free from, and untainted with, and wholly unsuspected of any kind of Felony, Piracy, and other such heinous Crimes: And whereas the said C. hath been for several Years last past Master or Commander of several Ships and Vessels, sailing from Time to Time from the Port of B. and other Parts of *Great-Britain*, to divers Parts and Places beyond the Seas, and back again to *Great-Britain*, and by Traffick and Merchandize for himself, and on his own Account exported from, and imported into *Great-Britain*, and also by exporting and importing Goods and Merchandizes for divers Subjects of his said Majesty, on Board such Ships or Vessels for Freight, by means of his good Name, Credit

Credit and Reputation, hath from Time to Time, during all the Time aforesaid, gained a competent and comfortable Provision and Maintenance for himself and Family: And whereas also the said C. upon the fourteenth Day of *June*, in the Year of our Lord One thousand seven hundred and thirty-two, was sole Owner, and likewise Master and Commander of a certain Ship or Vessel, called the *Anne-Sloop* of B. then being at S. C. in the Island of T. in Parts beyond the Seas, and then bound homewards in Voyage for the said Port of B. and the said C. was then also possessed of divers Goods and Merchandizes of very great Value; to wit, of fifteen Pipes of Wine, five hundred Pounds Weight of Cocoa-Nuts, twelve Water-Stones, and three hundred Pounds Weight of Rosewood, to the Value of five hundred Pounds, as of his own proper Goods and Merchandizes then on Board the said Ship or Vessel, and to be imported by him to the said Port of B. on his the said C's own Account: And the said Ship or Vessel called the *Anne-Sloop* of B. so laden as aforesaid, afterwards in the said Voyage homewards to the said Port of B. to wit, upon the fifteenth Day of *August*, in the Year aforesaid, upon the High Seas by Misfortune sprung a Leak, and by Distress of Wind and Sea, was unfortunately lost: Yet the said T. and J. well knowing the Premisses, but devising and maliciously intending to hurt and injure the said C. in his good Name, Credit and Reputation aforesaid, and entirely to deprive him of all means of gaining a Provision and Livelihood for himself and his Family, and also to subject him unjustly to the Pains and Punishments by the
Laws

Laws and Statues of this Realm to be inflicted on such as are guilty of Felony and Piracy on the High-Seas, afterwards, (to wit,) upon the thirtieth Day of *February*, in the Year aforesaid, at *L.* aforesaid, (to wit) in the Parish of *St. S.* in the Ward of *Faringdon without*, falsely, maliciously, and without any reasonable or probable Cause, procured the said *C.* to be taken up, arrested and imprisoned, and kept, in Prison, upon Pretence, Colour, and Charge of Felony and Piracy by him committed, in wilfully and feloniously, directing and procuring the said Ship or Vessel, called the *Anne-Sloop* to be cast away on the High-Seas; and afterwards, (to wit) upon the fourteenth Day of the same Month of *February*, maliciously caused and procured the said *C.* under the said Arrest and Imprisonment, to be carried before *J. K.* Esq; then Mayor of the said City of *B.* and *H. B.* Esq; then two of his Majesty's Justices assigned to keep the Peace in the said City, and also to hear and determine divers Felonies and Trespases, and other Misdemeanors committed in the same City, (to wit) at the said City of *B.* and then and there before the said Justices, maliciously caused and procured the said *C.* to be falsely and maliciously charged before the said Justices with said Crime, of wilfully and feloniously directing and procuring the said *Anne-Sloop* to be cast away on the High Seas, and then and there maliciously caused and procured the said *C.* on Account of the Premises, to be committed by the said Justices to his Majesty's Gaol of *N.* in the said City of *B.* to be imprisoned there, and afterwards in his Majesty's Prison of the *M.* in the County of *S.* and afterwards in

his said Majesty's Gaol of *N.* in and for the City of *L.* by Reason, and on Account of the Premises, and to be continued and kept in Custody in the said several Prisons until afterwards, (to wit) at the Session of *Oyer* and *Terminer*, and Gaol-Delivery, holden for our said Lord the King, for the Jurisdiction of the Admiralty of *England*, at *Justice-Hall* in the *Old-Baily*, in the said Parish of *St. Sepulchre* in the said Ward of *Farringdon without*, in *L.* aforesaid, on *Thursday* the fourteenth Day of *June*, in the seventh Year of the Reign of his present Majesty, before Sir *H. P.* Knt. and Dr. of Laws, Lieutenant, and Commissary in the High Court of Admiralty of *England*, Judge and President of the said Court; *T. R.* Esq; one of the Justices of our said Lord the King of the Common Bench, *C. P. W. S. W. B.* and *S. C.* respectively Dr. of Laws, being of the *Quorum*, and others their Fellows, Justices, and so forth; the said *C. D.* after Proclamation duly made in the said Court, in this Behalf, was in and by the said Court duly delivered from his said Imprisonment; by Reason of which said false and malicious Prosecution, the said *C. D.* hath been greatly injured and prejudiced in his good Name, Credit and Reputation, and hath greatly suffered by and under his said Imprisonment, and being entirely deprived of all Means of gaining a Livelihood and Provision, for the Support of himself and Family, and hath been obliged to lay out great Sums of Money on Account of the Premises, and in procuring his Discharge from his said Imprisonment, whereby he saith that he is prejudiced and damaged to the Value of One thousand Pounds; and therefore he brings his Suit.

Decla.

Declaration for that the Defendant built his House jetting over the Plaintiff's; whereby the Plaintiff could not repair or build his House bigger.

Middlesex, **G**EORGE W. late of Islington, to wit. in the said County, Yeoman, was attached to answer Henry M. of a Plea of Trespass on the Case, and so forth: And whereupon the said Henry, by J. G. his Attorney complains, That whereas he the said Henry the first Day of July, in the Year of our Lord One thousand seven hundred and thirty-three, and from that Time hitherto was, and still continues to be possessed of and in one Messuage, situate in Islington aforesaid, for a long Term of Years yet to come and unexpired; and whereas the South and West Parts of the said Messuage for the whole Time aforesaid, were, and still are so low built, that they have not been, and now are not sufficiently Convenient for the necessary Uses of him the said Henry; for which Reason the said Henry, the aforesaid first Day of July, in the Year of our Lord aforesaid, and always since, intended to repair and build higher the said South and West Parts of the said Messuage for his more convenient Use and Occupation: And whereas also the said G. for all the Time aforesaid, was possessed and still continues possessed for a long Term of Years yet to come and unexpired, of and in one other Messuage, lying and being at Islington aforesaid, next and contiguous

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ly adjoining on the West Part of the aforesaid Messuage, belonging to him the said *H.* And the aforesaid *G.* wickedly and maliciously intending to hender the said *H.* in the Repairing and Building higher the said South and West Parts of his said Messuage, the first Day of *September*, in the Year of our Lord aforesaid at *Islington* aforesaid, hath new Built his said Messuage, and in the new Building thereof, hath built, and jetted over a certain Building or Structure, containing in Length three Rods, and in Breadth six Feet beyond the aforesaid Messuage of the said *George*, directly upon the South and West Parts of the said Messuage belonging to the said *Henry*; by Reason of which said Building and jetting over, the aforesaid *Henry* could not repair and build higher the aforesaid South and West Parts of his said Messuage, but hath wholly lost the Profits and Conveniences, which he by such Reparation and Building higher would have received therefrom; and also several Lights on the West Part of the said Messuage of the aforesaid *Henry*, by the said Jetting over are entirely stopped up, to the Damage of the said *Henry* forty Pounds; and therefore he brings his Suit.

Decla-

Declaration, for depriving the Plaintiff of an ancient Path or Way.

Northampton, JAMES Reed, late of----in the
to wit. J said County-----was attched to
answer *William Grove*, of a Plea of Trespas on
the Case, and so forth; and wherefore the said
William by J. G. his Attorney, complaineth,
That whereas the aforesaid *William*, the twentieth
Day of *June*, in the Year of our Lord One thou-
sand seven hundred and thirty-three, and long
before was seized, and still is seized in his De-
meine as of Fee, of and in one Parcel of Land
called *Cow-Leaze*, lying and being in the Parish
of *St. Ann's* in the said County; and the said
William, and all those whose Estate he the said
William, now hath, for Time immemorial were
accustomed to have a certain Way between two
Parcels of Land called-----and-----from a certain
Messuage lying in the Parish aforesaid, in which
the said *William* now lives, to the aforesaid Parcel
of Land called *Cow-Leaze*, at all Times in the
Year, to drive all manner of Cattle at his own
Liberty; yet the aforesaid *James*, not ignorant
of the Premisses, but contriving and intending to
hinder the aforesaid *William* of the Way afore-
said, and from having and receiving the Occu-
pation and Profits of the said Parcel of Land, the
aforesaid twentieth Day of *June*, in the Year
aforesaid, at the Parish aforesaid, dug and made
a certain Ditch six Feet in Length, and four
Feet

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Feet in Breadth, cross the aforesaid Way, and made and set a certain Hedge cross the said Way; and by the said Ditch and Hedge altogether stopp'd up the said Way, by which the said *William* could not pass from his said Messuage to the said Parcel of Land called *Cow-Leaze*, to occupy the same as he used and ought to do; nor could he quietly occupy the said Parcel of Land called *Cow-Leaze*, from the Time of the Stopping up of the said Way; wherefore he saith he is prejudiced, and hath Damage to the Value of twenty Pounds; and therefore he brings his Suit.

Declaration for diverting an ancient Water-course.

Somerset, *WILLIAM* Staines complaineth to wit. of *James Fish*, in the Custody of the Marshal, and so forth; for that, to wit, that whereas the said *William* the----Day of----was, and now is seized in his Demesne as of Fee, of and in one Water Grain-Mill, with the Appurtenances----in the said County, and of two Fulling-Mills, with the Appurtenances in----in the County aforesaid: And whereas also the Water of a certain Rivulet in----aforesaid, in the County aforesaid, for Time Immemorial used and was wont to run and flow in a certain ancient Course or Aqueduct in----aforesaid, from the Village of----in the said County, to the said several Mills, with which said Water, several Wheels of the said Mills, for the whole Time aforesaid, used to be moved and turned round, for the better grinding of

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of Corn in the said Grain-Mill, and for the better fulling of Cloth in the aforesaid Fulling-Mill : Nevertheless the said *James*, not ignorant of the aforesaid Premisses, but maliciously contriving and intending wholly to deprive the said *William* of the Use, Profit, and Advantage of the said Corn-Mill and Fulling-Mills, the same Day and Year aforesaid, at---aforesaid, between the said Village of---and the said Mills, diverted the said Water-Course out of its antient Course there, by which the greatest Part of the aforesaid Water, running in the said ancient Water-Course from the said---Day of---in the Year aforesaid, to the ---Day of---in the aforesaid Year, from the said Village of *T.* to the said Mills, could not run and flow in its right and ancient Course aforesaid as it formerly used and ought ; by Reason whereof the said *William* lost the greatest Part of the Profits and Advantages of his said Mills, from the said---Day of---in the Year aforesaid, to the aforesaid---Day of---wherefore he saith he is prejudiced, and hath Damage to the Value of forty Pounds ; and therefore he brings his Suit.

Decla-

Declaration against a Carter for not managing his Horses, but suffering them to draw the Cart over the Plaintiff's Calf, whereby it died.

Norfolk, **E**DWARD Robbins complaineth to wit. of James Pollard in the Custody of the Marshal, and so forth; for that, (to wit) That whereas according to the Laws and Customs of this Kingdom hitherto used and approved, every Carter or Waggoner, leading or driving any Horse or Horses, drawing any Cart or Waggon, ought wholly to govern, manage and lead the Horse or Horses, and other Cattle drawing such Cart or Waggon, lest any Danage or Hurt should in any wise happen to any of his Majesty's Subject, by Reason of the Default in not well leading and governing the same: Yet the said James, the said Laws and Customs not in the least regarding, but wholly negligent thereof, the ninth Day of September, in the Year of our Lord One thousand seven hundred and thirty-two, at Lynn-Regis in the said County, so carelessly drove and governed three Horses, drawing a Dung-cart, that the said Horses, by the Negligence of the said James, then and there so vehemently drew the said Cart over a Calf of the said Edward, of the Value of four Pounds, whereby the said Calf was so bruised and hurt, that the said Calf, afterwards, (to wit) the same Day and Year aforesaid, at Lynn Regis aforesaid died; wherefore the said
Edward

Edward says he is prejudiced, and hath Damage to the Value of ten Pounds; and therefore he brings his Suit.

Declaration for keeping and detaining the Plaintiff's Servant against the Plaintiff's Will.

Middlesex, **T** H O M A S *Adams*, late of *Islington*, in the said County, Distiller, to wit. was attached to answer *Richard Symes*, of a Plea of Trespass on the Case, and so forth: And whereof the said *Richard* by J. G. his Attorney, complaineth, that whereas the said *Thomas*, the fourth Day of *March*, in the Year of our Lord One thousand seven hundred and thirty-two, at *Islington* in the said County received into his Service one *Henry Bowater*, then the Servant of him the said *Richard*, and knowing the said *Henry* to be the Servant of him the said *Richard*, and kept and detained the aforesaid *Henry* from the said fourth Day of *March*, in the Year aforesaid, until the Day of the suing out the Original of the said *Richard*, to wit, the twenty-third Day of *October*, in the Year of our Lord One thousand seven hundred and thirty-three, at *Islington* aforesaid, against the Will and Consent of the said *Richard*, and hath refused, and still doth refuse to deliver the said *Henry* to him the said *Richard*, altho' so to do, the said *Thomas*, afterwards, to wit, the ninth Day of *June*, in the Year last aforesaid, at *Islington* aforesaid, and often since, by the said *Richard* hath been requested;
by

by which the aforesaid *Richard*, during the whole Time aforesaid, lost not only the Service of the said *Henry* his Servant, but also many great Profits and Advantages which he might have had and gained, if the aforesaid *Thomas* had not received and kept the aforesaid *Henry* into his Service; wherefore the said *Richard*, says, he is worse, and had Damage to the Value of twenty Pounds; and therefore he bring his Suit.

Declaration in Consideration the Plaintiff would cease from prosecuting a Suit against him for Parish Rates, he promised to pay the same, and the Costs of the Suit, and for Money lent, &c.

Gloucester, **T**H O. Horrel, late of Busleton, in to wit. the said County, Yeoman, was attached to answer *Joseph Green* and *Abraham Blake*, of a Plea of Trespas on the Case, and so forth: And whereof the said *Joseph* and *Abraham*, by *J. G.* their Attorney, complain, that whereas the said *Thomas*, the first Day of *February*, in the Year of our Lord One Thousand seven Hundred and thirty-two, at *Yate*, in the said County, in Consideration that the said *Joseph* and *Abraham*, at the special Instance and Request of the said *Thomas*, should cease from all further Prosecution of a certain Suit by them the said *Joseph* and *Abraham*, as Church-wardens of the Parish Church of *Yate* aforesaid, against him the said *Thomas*, for not paying the Church Rates before that Time assessed upon him the said *Thomas*, before

before that Time commenced, and then depending in his Majesty's Court of King's Bench at *Westminster*, before the King himself, he on himself assumed, and to the said *Joseph* and *Abraham* then and there faithfully promised to pay to them the said Rates so assessed upon him, and also the Costs of the Prosecution of the said Suit against him the said *Thomas* when he should be thereto afterwards requested; and the said *Joseph* and *Abraham* aver that they, giving Credit to the Promise and Assumption aforesaid of the said *Thomas*, from henceforth and till now have altogether ceased from all further Prosecution of the said Suit against the said *Thomas* for the Rates aforesaid, and that the said Parish Rates, so as aforesaid assessed on the said *Thomas*, then and there amounted to the Sum of forty Shillings good and lawful Money of *Great-Britain*, and that the Costs of prosecuting the said Suit against the said *Thomas*, then and there amounted to ten Pounds thirteen Shillings and four Pence of like lawful Money, of which the said *Thomas*, afterwards, to wit, the same Day and Year aforesaid at *Rate* aforesaid, from the said *Joseph* and *Abraham* had Notice; and whereas also the said *Thomas*, afterwards, to wit, the same Day and Year aforesaid, at *Rate* aforesaid, was indebted to the said *Joseph* and *Abraham* in twenty Pounds of like lawful Money, for the like Sum before that Time had and received by the said *Thomas*, to the Use of the said *Joseph* and *Abraham*; and being so indebted, the said *Thomas* afterwards, to wit, the same Day and Year aforesaid at *Rate* aforesaid upon himself assumed, and to the said *Joseph* and *Abraham*, then and there faithfully promised to pay unto them

them the said last mentioned Sum, when he should be thereunto afterwards required. And whereas also the said *Thomas*, afterwards, to wit, the same Day and Year aforesaid, at *Rate* aforesaid, was indebted unto the said *Joseph* and *Abraham* in another Sum of twenty Pounds of like lawful Money for the like Sum by them the said *Joseph* and *Abraham*, at the special Instance and Request of the said *Thomas* before that Time to the said *Thomas* lent and advanced; and being so indebted, the said *Thomas*, afterwards to wit, the same Day and Year aforesaid, at *Rate* aforesaid, on himself assumed, and to the said *Joseph* and *Abraham* then and there faithfully promised, that he the said *Thomas* would pay unto the said *Joseph* and *Abraham* the said last mentioned Sum when he should be thereunto afterwards requested. And whereas also the said *Thomas* the same Day, Year and Place aforesaid, was indebted unto the said *Joseph* and *Abraham* in other twenty Pounds of like lawful Money, for diverse Sums of Money by them the said *Joseph* and *Abraham*, at the special Instance and Request of the said *Thomas*, before that Time, for the said *Thomas* paid, laid out and expended; and being so indebted, the said *Thomas* afterwards, to wit, the same Day and Year aforesaid, at *Rate* aforesaid, upon himself assumed, and to the said *Joseph* and *Abraham* then and there faithfully promised, that he the said *Thomas*, the said last mentioned Sum to the said *Joseph* and *Abraham*, when he should be afterwards requested, would well and faithfully pay and content: Nevertheless the said *Thomas*, his several Promises and Assumptions aforesaid, in Form aforesaid made, not in the least regarding, but
con-

contriving and fraudulently intending them the said *Joseph* and *Abraham*, in this Behalf, craftily and subtilly to deceive and defraud, the said several Sums of Money, or any Part thereof to the said *Joseph* and *Abraham*, or either of them, hath not paid or any wise contented them for the same (although to do this, the said *Thomas*, afterwards, to wit, the same Day and Year aforesaid, at *Nato* aforesaid, by the said *Joseph* and *Abraham* hath been requested) but the same to pay, or any wise to content the said *Thomas*, hath hitherto refused, and still doth refuse, to the Damage of the said *Joseph* and *Abraham* forty Pounds, and therefore they bring their Suit.

Declaration against a Carrier for losing Goods entrusted with him to carry.

Somerset, **P**HILLIP Pine, late of *Southmolton*, in the County of *Devon*, Carrier, was attached to answer *James Green* of a Plea of Trespass on the Case, and so forth: And whereupon the said *James*, by *J. G.* his Attorney complains, that whereas the said *Phillip* the ninth Day of *September*, in the Year of our Lord One Thousand seven Hundred and thirty-two, and long before, and always since, was and since continues a Common Carrier, and during the whole Time aforesaid, used and was accustomed by himself, and Servants, with the Horses of him the said *Phillip* to carry the Goods and Chattels of any Person or Persons requiring

puiring such Carriage, for a reasonable Price or Wages to be paid for the same, from the City of *Bristol* in the County of the said City to *Taunton* in the County of *Somerset* aforesaid; and so from *Taunton* aforesaid to the said City of *Bristol*. And whereas also, according to the Custom of this Realm, all such Common Carriers ought to carry and safely keep the Goods and Chattles of such Persons so as aforesaid requiring such Carriage, and to them being delivered, without any Substraction, Detention, Spoil or Loss; so that by Default of the said Common Carriers, or their Servants, the said Goods and Chattels so as aforesaid to them delivered to be carried, be not substracted, detained, spoiled or lost: And whereas so the said *James*, the Ninth Day of *September*, in the Year of our Lord One Thousand seven Hundred and thirty two aforesaid, at *Taunton* aforesaid, was possessed of a Box of the Value of one Shilling, and of thirty Pounds of *Spanish* Snuff to the Value of sixty Pounds, in the said Box contained, as of his own proper Box and Snuff; and being so thereof possessed, the said *James*, the same Ninth Day of *September* in the Year of our Lord One Thousand seven Hundred and Thirty-two aforesaid, at the City of *Bristol* aforesaid, in the County of the same City, required the said *Philip* to carry the said Box, and the Snuff therein contained, from the said City of *Bristol* aforesaid to *Taunton* in the County of *Somerset* aforesaid, and there to be delivered to the said *James*: and the said *Philip* then and there had and received from the said *James* the said Box and Snuff therein contained, to be carried from the said City of *Bristol* to *Taunton* aforesaid

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said, for a reasonable Price or Wages to be paid by him the said *James*; and the said *James* avers, that the said *Philip* at any Time afterwards hitherto hath not delivered to him the said *James* the aforesaid Box, and *Spanish* Snuff in the said Box contained (altho' so to do, the said *Philip* afterwards, to wit, the twelfth Day of *September* in the Year aforesaid, at *Taunton* aforesaid, and oftentimes since, by the said *James* hath been requested) but the same to him to deliver he hath hitherto altogether refused, and still doth refuse, to the Damage of the said *James* eighty Pounds; and therefore he brings his Suit.

Declaration in Consideration the Plaintiff paid a Debt due to another Person for the Defendant, be promised to repay the same on Demand.

Berkshire, **T** *Thomas Hind*, late of *Wallingford* in to wit. the said County, Yeoman, was attached to answer *Robert Rogers* of a Plea of Trespass on the Case, and so forth: And whereof the said *Robert*, by *E. B.* his Attorney, complains that whereas he the said *Robert*, the first Day of *January* in the Year of our Lord One Thousand seven Hundred and Thirty-two, at *Wallingford* aforesaid, at the special Instance and Request of the said *Thomas*, had paid to one *William Johnson*, for the proper Debt of him the said *Thomas*, the full and just Sum of nine Pounds and ten Shillings, and which said Sum of Money, the said *Thomas*, was on that Day to have paid to

to the said *William* and the said *Thomas*, in Consideration thereof, on himself assumed, and to the said *Robert* then and there faithfully promised to pay unto him the said Sum of nine Pounds and ten Shillings, when he should be thereto afterwards requested by the said *Robert*; yet the said *Thomas* his Promise and Assumption aforesaid not in the least regarding, but contriving and fraudulently intending the said *Robert* in this Behalf craftily and subtilly to deceive and defraud, the said Sum of nine Pounds and ten Shillings, or any Part thereof, to the said *Robert* hath not paid, or any wise contented (although so to do, the said *Thomas* afterwards, to wit, the same Day, Year and Place aforesaid, and often Times since, by the said *Robert*, hath been requested) but the same to him to pay or any wise content, he hath hitherto altogether refused, and still doth refuse, to the Damage of the said *Robert* twenty Pounds; and for this he brings his Suit.

Decla-

*Declaration for selling a Horse, and warranting
the same to be sound, when it was lame.*

Bedfordshire, **R**ICHARD Hand, late of
to wit. *Luton*, in the said County,
Horse-Courser, was attached to answer *Francis
Page*, of a Plea of Trespas on the Case; and
whereof the said *R.* by *J. G.* his Attorney,
complains, that whereas the said *F.* the tenth
Day of *May*, in the Year of our Lord One
Thousand seven Hundred and Thirty-three, at
Bedford in the said County- had bargained with
the said *Richard* to buy a certain Horse of him
the said *Richard*; nevertheless the said *Richard*
knowing the said Horse to be lame in one of his
Feet, upon the Day and Year aforesaid, at *Bed-
ford* aforesaid, by warranting the said Horse to
be sound in Wind and Limb, falsely, fraudulent-
ly and deceitfully sold the said Horse to the said
Francis, for a great Sum of Money, to wit, for
seventeen Pounds and seventeen Shillings of law-
ful Money of *Great-Britain*; whereas in Truth
and in Fact the said Horse was then lame in one
of his Feet: And whereas also the said *Francis*
afterwards, to wit, upon the Day and Year aforesaid, at *Bedford* aforesaid, had bargained with the
said *Richard* to buy a certain Gelding of him the
said *Richard*; nevertheless the said *Richard*
knowing the said Gelding to be then lame in one
of his Feet, upon the Day and Year aforesaid, at
Bedford aforesaid, by warranting the said Geld-
ing

ing to be found in Wind and Limb, falsely, fraudulently and deceitfully sold the said Gelding to the said *Francis* for a great Sum of Money, to wit, for another Sum of seventeen Pounds and seventeen Shillings of like lawful Money; whereas in Truth and in Fact the said Gelding was then lame in one of his Feet; whereby the said *Francis* saith, that he is prejudiced, and hath Damage to the Value of thirty Pounds; and for that he brings his Suit.

Declaration for selling a Horse belonging to another Person.

Hartfordshire, **R**ICHARD Hill, late of---
to wit. in the said County---was attached to answer *Charles White* in a Plea of Trespass on the Case, and so forth; and whereof the said *Charles*, by J. G. his Attorney, complains, that whereas he the said *Charles*, the eighth Day of *June* at *L.* in the said County, had bargained with the said *Richard* to buy a certain Horse of him the said *Richard*, knowing the said Horse to be the proper Horse of one *Francis Hancock*, by warranting the said Horse to belong to him, then and there fraudulently and falsly, sold the said Horse to the said *Charles* for a large Sum of Money, by which the aforesaid *Francis* impleaded the said *Charles* in the Hundred Court of the Lord the King, of G. in the said County, for the said Horse, as taken and unjustly detained from him, according to the Law and Custom of

of this Kingdom, and of the said Hundred; and by the Process duly issuing out of the said Court, procured the said Horse to be replevied to himself; wherefore the said *Charles* saith, he is prejudiced, and hath Damage to the Value of twenty Pounds; and therefore he brings his Suit.

Declaration against a Commoner for inclosing the Wast.

Middlesex, **J** *JOHN Williams*, late of *Islington* to wit. **I** in the County aforesaid, was attached to answer *Henry Symes*, of a Plea of Trespass on the Case, and so forth; and whereof the aforesaid *Henry*, by *E. B.* his Attorney, complains, that whereas on the tenth Day of *February* in the Year of our Lord One Thousand Seven Hundred and Thirty, and for ten Year next before, the said *Henry* was lawfully possessed, and still continues lawfully possessed of and in fifty Acres of Land, with the Appurtenances, at *Islington* in the said County; and being so thereof possessed, the said *Henry*, for all the Time aforesaid, of Right had, and was accustomed to have, and ought to have Common of Pasture in a certain Wast called--containing five Acres of Pasture at *Islington*----in the said County, for all his pasturable Cattle in and upon his said Tenements, with the Appurtenances; Levant and Couchant, every Year at all Times in the Year, at his own Liberty, as belonging and appeartaining to his

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said

said Tenements, with the Appurtenances: Nevertheless the said *John Williams*, contriving and fraudulently intending the said *Henry* in this Behalf, without any Justice, to hurt, injure and greatly damnify; and him the said *Henry* of his Common of Pasture aforesaid, in the said Wast called---and of the Use, Profit and Benefit thereof, greatly and unjustly to hinder and deprive, and him the said *Henry* to hurt and prejudice; he the said *John Williams* on the said tenth Day of *February*, in the Year aforesaid, and diversie other Days and Times between that Day and the twentieth Day of *March* in the Year aforesaid, at *Islington* aforesaid in the County aforesaid, the Ground of the Wast called---in divers Places thereof, hath dug and subverted, and many Ditches, to wit, four Ditches in the said Wast hath dug and made, and also great Part of the said Wast there, to wit, Half, an Acre of the said Wast called--- then and there with Ditches inclosed; and the Ditches aforesaid, so as aforesaid dug and made, and also the said Half Acre of the said Wast called---so as aforesaid, with Ditches inclosed, to the Day of suing out the original Writ of the said *Henry*, there kept and continued; by reason of which said Premisses, the said *Henry* his Common in the said Wast called---for his said Cattle in and upon his Tenements aforesaid, Levant and Couchant, for the whole Time aforesaid, to have, hold and enjoy, could not in so ample and beneficial manner as he ought, and still ought, and before was wont to have; but the said *Henry* the Use and Profits, Commodities, Easements and Benefit of the Common of Pasture in the said Wast
 called

called---for the said whole time aforesaid lost,
to the Damage of the said *Henry* twenty Pound;
and therefore he brings his Suit.

*Declaration against the Defendant for taking and
detaining the Plaintiff's Servant from her Ser-
vice.*

Wiltshire, **N***ICHOLAS Williams* late of
to wit. *Calne* in the said County, Wheel-
wright, was attached to answer to *Henry Stevens*
of a Plea of Trespass on the Case, and so forth;
and whereupon the said *Henry*, by *J. G.* his At-
torney, complains, that whereas one *Mary Jones*,
upon the eighteenth Day of *April* in the Year of
our Lord One thousand seven Hundred and thir-
ty-three, and continually afterwards, until the
twenty-ninth Day of *September* following, at
Marlborough in the County aforesaid, was hired,
retained and employed as a Servant of the said
Henry, in and about his Household Affairs, and
other his Business, for certain Wages to be paid
her by the said *Henry*; yet the said *Nicholas*, well
knowing the said Permisses, but maliciously de-
vising and intending to injure the said *Henry*, and
deprive him of the Benefit of the Service of his
said Servant, upon the said eighteenth Day of
April in the Year aforesaid, and at divers other
Days and Times between that Day and the
twenty-ninth Day of *September* then next follow-
ing at *Marlborough* aforesaid, unlawfully solicited
and seduced the said *Mary* from the Service of

her said Master, and caused and procured her to absent herself from her said Master's Service; by Means of which Solicitation and Procurement of the said *Nicholas*, she did absent her self from her said Service upon the several Days and Times aforesaid, to wit, at *Marlborough* aforesaid; and the said *Nicholas* unlawfully kept her with him and in his Company there from her said Service for several Hours, to wit, for eight Hours together, upon the said several Days and Times aforesaid (he the said *Nicholas* during all the Time aforesaid, weil knowing that the said *Mary* was then the Servant of the said *Henry*) whereby the domestick Affairs of the said *Henry* were very much neglected, and the said *Henry* lost the Benefit of the Service of his said Servant during all the Time aforesaid; whereby he says he is prejudiced and damaged to the Value of forty Pounds; and thereupon he brings his Suit.

Pleas

*Pleas and Issues in CASE.**That he did not assume and Issue.*

AND the aforesaid C. D. by J. G. his Attorney, comes and defends the Force and Injury, when and where the Court shall take the same into Consideration, and saith, that he did not assume upon himself in Manner and Form as the aforesaid, A. above against him complains, and of this puts himself upon the Country: And the aforesaid A. likewise; therefore the Sheriff is commanded, that he cause to come here, from the Day of St. Michael in three Weeks twelve free and lawful Men of the Body of his County, by whom the Truth of the Matter will be the better known, and who are neither of Kin to the aforesaid A. nor to the aforesaid C. to recognize a Verdict between the said Parties; because as well the said A. as the aforesaid C. have put themselves upon the said Jury.

*The same in the King's Bench, with the
Memorandum.*

AND now at this Day, to wit, *Wednesday* next after three Weeks of St. Michael in the same Term, till which Day the aforesaid C. had Liberty to imparl, and then to answer, &c. before

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fore the Lord the King at *Westminster*, came as well the said *A.* by his Attorney aforesaid, as the aforesaid *C.* by *T. H.* and the said *C.* defends, &c. *the same as in the Common Pleas to,* and the aforesaid *A.* likewise-----Therefore let a Jury come before the the Lord the King at *Westminster*, on *Wednesday* next after three Weeks of *St. Michael*, and who are neither of Kin to the said *A.* nor to the said *C.* between whom the Matter in Dispute is; because as well the aforesaid *A.* as the aforesaid *C.* have put themselves upon that Jury; the same Day is given to the said Parties there, and so forth.

Not guilty, in Case in the Common Pleas.

-----Consideration, and saith that he is in no wise guilty of the Premisses above laid to his Charge, as the aforesaid *A.* against him complains; and of this he puts himself upon the Country, &c.

In Trespass.

----And saith, that he is in no wise guilty of the Trepas aforesaid, as the aforesaid *A.* against him complains, &c.

In

In Trespass and Assault.

---In no wise Guilty of the Trespass and Assault, as the abovesaid *A.* against him complains, and of this, &c.

Not guilty, in Case in the King's Bench.

-----Consideration, and saith that he is not thereof Guilty, and of this puts himself on the Country.

Not guilty, upon the Statute of Hue and Cry, with the Venire awarded.

AND the aforesaid Inhabitants of the Hundred aforesaid, by *J. G.* their Attorney, come and defend the Force and Injury, and all Contempt, and whatsoever else they ought to defend; and say, they are in no wise Guilty of the Premises above laid to their Charge, against the Form of the Statute aforesaid, as the said *John*, who as well, and so forth, above against them complains; and of this they put themselves upon the Country: And the said *A.* who as well,

and so forth, likewise; and because the Inhabitants in the Hundred aforesaid are Parties Defendants, the Sheriff is commanded that he cause to come here, from the Day of St. *Michael* in three Weeks, twelve free and lawful Men of the Body of the County aforesaid, (the Inhabitants in the said Hundred excepted) by whom, &c. *as before*.

That he did not assume within six Years.

AND, &c.---Consideration, and saith, that the aforesaid *A.* ought not to have his Action aforesaid against him, because he saith that he did not assume upon himself at any Time within six Years before the Day of suing out the original Writ of the aforesaid *A.* in Manner and Form as the aforesaid *A.* above against him complains; and this he is ready to verify; whereof he prays Judgment if the aforesaid *A.* ought to have his Action aforesaid thereof against him, and so forth.

Replication.

AND the aforesaid *A.* saith, that he, by any thing by the aforesaid *C.* above pleaded, ought not to be precluded from having his Action aforesaid against the said *C.* because he saith that the aforesaid *C.* within six Years before the Day of the Suing out the original Writ of him
the

the said *A.* to wit, the---Day of---in the---Year of the Reign of the said Lord the now King, at ---assumed upon himself in Manner and Form, as he the said *A.* above against him complains: And this he prays may be inquired by the Country, and the said *C.* likewise; therefore the Sheriff is commanded, *&c. as before.*

The same in the King's Bench.

AND, *&c.*---Consideration, and saith that the aforesaid *A.* ought not to have or maintain his Action aforesaid thereof against him, because he saith that the aforesaid *A.* the---Day of---in the---Year of the Reign of the said Lord the now King, exhibited the Bill aforesaid against him the said *C.* and that he the said *C.* did not at any Time, within six Ycars next before the Exhibiting the Bill aforesaid, assume upon himself in Manner and Form, as the aforesaid *A.* above hath declared against him; and this he is ready to verify; whereof he prays Judgment whether the aforesaid *A.* ought to have or maintain his said Action thereof against him, and so forth.

Replication.

AND the aforesaid *A.* saith, that he, by any thing by the said *C.* above in pleading alledged, ought not to be precluded from having his Action aforesaid thereof against him, because he saith that the aforesaid *C.* within six Years assumed upon himself in manner and Form, as the aforesaid *A.* above against him the said *C.* hath declared: And this he prays may be inquired of by the Country, and the aforesaid *C.* likewise; therefore let a Jury come, &c. *as before.*

That he hath fully administred.

AND, &c.---Consideration, and saith that the aforesaid *A.* ought not to have his Action aforesaid against him, because he saith, that he at the Time of suing out the original Writ of the aforesaid *A.* had fully administred all the Goods and Chattels which were the aforesaid *J's* at the Time of his Death, in his Hands to be administred, by which the aforesaid *C.* could not pay the Debt aforesaid to the said *A.* and this he is ready to verify, &c. *as before.*

Repli-

Replication.

AND the aforesaid *A.* saith, that he, by any thing by the aforesaid *C.* above in pleading alledged, ought not be precluded from having his Action aforesaid against him the said *C.* because he saith that the aforesaid *C.* hath, and at the time of suing out the original Writ of the aforesaid *A.* to wit the----Day of----at----had divers Goods which were the aforesaid *J.*s at the time of his Death, in his Hands, to be administered, to the Value of----wherewith he could satisfie the said *A.* of his Debt aforesaid: And this, he prays may be inquired by the Country, &c.

The same as in the Common Pleas, with this Variation only, instead of the Words of *suing out of the original Writ of the aforesaid A. say, of exhibiting the Bill aforesaid.*

That Administration was never granted to the Defendant.

AND, &c.----Because he saith, that Administration of the Goods and Chattels, which were of the aforesaid *J.* at the time of his Death, was never granted to him the said *C.* by the aforesaid Archbishop of Canterbury. And this, &c. wherefore, &c.

Repli-

Replication.

-----Ought not to be precluded-----because he saith, that Administration of all the Goods and Chattels, which were of the aforesaid *J.* at the Time of his Death, was granted by the aforesaid Archbishop of *Canterbury* at *London* aforesaid, to the said *C.* as he the said *A.* above against him hath declared. And this, &c.

The like in the King's Bench.

That he was never Executor.

AND, &c.-----Because he saith, that he the said *C.* never was Executor of the last Will and Testament of the aforesaid *J.* S. lately deceased, nor hath he ever administred any of the Goods and Chattels of the aforesaid *J.* as the Executor of the said Will. And this, &c. wherefore, &c.

Repli-

Replication..

-----Ought not to be precluded-----because he saith, that the said C. hath administred severall Goods and Chattels, which were of the said J.S. at the time of his Death, after the Death of the said J. as Executor of the said Will, to wit, at ---in the County aforesaid. And this, &c.

The same in the King's Bench..

That he was within Age..

AND, &c.-----Because he saith, that he the said C. at the time of making the severall Promises and Assumptions aforesaid, was within the Age of twenty-one Years, to wit, of the Age of ---Years, and no more. And this, &c..

Replication..

-----Ought not to be precluded-----because he saith the aforesaid C. at the time of making the severall Promises and Assumptions aforesaid, was of the full Age of twenty-one Years..

That:

That he paid the Money according to his Promise.

AND &c.---Because he saith, that after the several Promises and Assumptions aforesaid, in Form aforesaid made, and before the Day of suing out the original Writ of the aforesaid *A.* to wit, the---Day of---in the---Year of the Reign of our said Lord the now King aforesaid, at---in the County aforesaid, he well and faithfully paid to the aforesaid *A.* the aforesaid---according to his Promises and Assumptions aforesaid. And this, &c. wherefore, &c.

Replication.

---Ought not to be precluded---because he saith, that the aforesaid *C.* hath not paid to the said *A.* the aforesaid---in Manner and Form, as the aforesaid *C.* above in Pleading hath alledged. And this, &c.

The same in the King's Bench, with this Variation only, instead of the Words, *of suing out the original Writ of the aforesaid A.* say, *of exhibiting the Bill aforesaid.*

Defen-

Defendant pleads, that the Plaintiff accepted another Person's, Promise, and discharged him from the Debt.

AND, &c.---And saith, that the aforesaid *A.* ought not to have his Action aforesaid against him the said *C.* because he saith, that after the promise and Assumption aforesaid of him the said *C.* to wit, the---Day of---at---one *E.* on himself assumed, and to the aforesaid *A.* then and there faithfully promised to pay to him the said *A.* the aforesaid Sum of---when he should be thereto afterwards required; which said Promise and Assumption, so as aforesaid made by the said *E.* the aforesaid *A.* then and there freely accepted, and on that Account he wholly acquitted and discharged the said *C.* from the said Sum of---And this, &c. wherefore, &c.

Replication.

-----Ought not to be precluded---because he saith, that the aforesaid *E.* did not assume upon himself in Manner and Form, as the aforesaid *C.* above hath alledged; and also protesting, that the said *A.* did not accept the Promise and Assumption of him the said *E.* as the aforesaid *C.* by his Plea hath alledged; nor hath he the said *A.* acquitted and discharged the aforesaid *C.* from the said Sum of---as the said *C.* hath above alledged. And this, &c.

The

Defendant pleads he gave the Plaintiff a Hoghead of Wine in Satisfaction of his Debt.

AND, &c. ought not, &c.---because he saith, that it is true that he assumed upon himself Manner and Form, as the aforesaid *A.* above by his Declaration hath declared; but he the said *C.* further saith, that after the Promise and Assumption aforesaid, by him as aforesaid supposed to be made, to wit, the---Day of---at---he the said *C.* gave and delivered to the aforesaid *A.* one Hoghead of red Wine, to the Value of forty Pounds, in full Satisfaction and Discharge of the Promise and Assumption aforesaid of him the said *C.* which said Hoghead of Wine, he the said *A.* then and there accepted and took, in full Satisfaction and Discharge of the Promise and Assumption aforesaid of him the said *C.* And this, &c. wherefore, &c.

Replication.

---Ought not to be precluded---because he saith, that the aforesaid *C.* did not give, nor hath he delivered to the aforesaid *A.* the said Hoghead of Wine, in full Satisfaction and Discharge of the aforesaid Promise and Assumption of him the said *C.* as the said *C.* above in Pleading hath alleged. And this, &c.

The

The Defendant pleads that he did not assume as to the second and third Promises, and a general Release as to the first,

AND, &c.---And as to the second and third Promises and Assumptions abovesaid, supposed by him to be made, he saith that he did not assume upon himself in Manner and Form as the aforesaid *A.* above against him complains, and of this puts himself upon the Country, and the aforesaid *A.* likewise: And as to the first Promise and Assumption so, as as aforesaid, by him supposed to be made to the said *A.* he the said *C.* saith, that the aforesaid *A.* ought not to have his Action aforesaid against him, because he saith that the said first Promise and Assumption was made the---Day of---in the Year abovesaid, and that the aforesaid *A.* after the said---Day of---in the Year aforesaid, and before the Suing out the original Writ of the aforesaid *A.* to wit, the---Day of---in the Year aforesaid, at---aforesaid, the aforesaid *A.* by his certain Writing of Release, sealed with the Seal of the aforesaid *A.* and which Writing the said *C.* exhibits here into Court, the Date whereof is the Day and Year aforesaid, by the Name of *A. B.* of---in the County of ---Gent. remised and released unto the said *C.* all Actions and Demands whatsoever, as by the said Writing of Release more fully appears, without this, that the aforesaid *C.* after the aforesaid---Day of---in the Year aforesaid, (as
the

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the said first Promise and Assumption is supposed to be made) assumed upon himself in Manner and Form as the aforesaid *A.* above against him complains; and this he is ready to verify; wherefore he prays Judgment if the said *A.* ought to have his Action thereof against him, with this, that the said *C.* is willing to verify, that the said *A.* in the Declaration aforesaid named, and the aforesaid *A.* named in the aforesaid Writing of Release now in Court exhibited, are one and the same Person, and not any other or divers Persons, &c.

Replication.

AND the aforesaid *A.* as to the Plea aforesaid of the said *C.* as to the said first Promise and Assumption above pleaded in Bar, he says, that he, by any thing therein contained, ought not to be precluded from having his Action aforesaid, because he saith that the aforesaid Writing of Release is not the Deed of him the said *A.* and this he prays may be inquired by the Country; and the aforesaid *C.* likewise. Therefore as well for the trying that Issue, as the other Issue between the said Parties as aforesaid above joined, the Sheriff commanded that, &c.

Not informed to one Promise, and that he did not assume as to the other Promise.

AND, &c.---And as to the first Promise aforesaid, the said Attorney saith, that he is not informed by the said C. of any Answer for the said C. to be given to the aforesaid A. in the said Premises, and saith nothing else; whereby the aforesaid A. remains against the said C. thereof undefended; on which Account it is considered, that the aforesaid A. ought to recover his Damages, occasioned by the not performing the said first Promise and Assumption against the said C. And as to the said second Promise and Assumption of the aforesaid C. he saith, that the aforesaid A. ought not to have his Action aforesaid thereof against him, because he saith, that he did not assume upon himself in Manner and Form as the aforesaid A. above against him complains; and of this he puts himself upon the Country; and the aforesaid A. thereof likewise; and because it is convenient and necessary, that there should be one Taxation of the Damages aforesaid occasioned by the said Premises, therefore let the Writ of Inquiry of Damages, occasioned by the Premises aforesaid, stay till the Issue between the Parties aforesaid joined is determined; therefore as well for trying the said Issue between the said Parties above joined, as for enquiring what Damages the aforesaid A. hath sustained in this Behalf, the Sheriff is commanded that, &c.

That

That he did not assume by one Defendant, and not informed by another.

AND the aforesaid C. D. and E. F. by J. G. their Attorney, come and defend the Force and Injury, when and where the Court shall take the same into Consideration: And the said C. says, that he did not assume upon himself in Manner and Form, as the aforesaid A. above against him complains; and of this he puts himself upon the Country; and the aforesaid A. thereof likewise: And upon this the aforesaid A. prays, that the aforesaid E. may likewise answer the said Declaration upon which the said Attorney saith, that he is not informed by the said E. of any Answer to be given for the said E. to the aforesaid A. in the Premises, and says nothing else in Bar or Preclusion of the Action aforesaid of the said A. whereby the said A. remains thereof against the said E. undefended; for which the said A. ought to recover against the said E. his Damages occasioned by not performing the Promises and Assumptions aforesaid of the said E. but because the Court of the said Lord the King, before the King himself, know not as yet what Damages the said A. hath sustained on that Account; therefore as well for trying the Issue aforesaid, between the said C. and A. in Form aforesaid joined, as for inquiring what Damages the aforesaid A. hath sustained, as well by Occasion of the not performing the Promises and Assumptions

sumptions of the aforesaid *E.* as for his Costs and Charges, by him in and about this Suit in this Behalf expended, let a Jury come, &c.

Plea that the Plaintiff accepted another Person's Promise for the Money in the Declaration, and thereupon discharged the Defendant from the Debt.

AND the aforesaid *William*, by *J. G.* his Attorney, comes and defends the Force and Injury, when and where the Court shall take the same into Consideration; and saith, that the aforesaid *Benjamin* ought not to have or maintain his Action aforesaid against him the said *William*, because he saith, that after the Promise and Assumption of the aforesaid *William*, as aforesaid, by him made, to wit, the---Day of---in the Year of our Lord abovementioned at---aforesaid, one *James Matthew*, upon himself assumed, and to the said *Benjamin* faithfully promised, that he the said *James* the aforesaid five Pounds to the said *Benjamin* well and faithfully would pay and content, which said Promise and Assumption of the said *James* the aforesaid *Benjamin* freely accepted, and by reason thereof wholly released and discharged the said *William* of and from the said Sum of five Pounds; and this he is ready to verify; wherefore he prays Judgment if the aforesaid *Benjamin* ought to have or maintain his Action aforesaid against him.

Repli-

Replication.

AND the aforesaid *Benjamin* says, that by any thing before by the said *William* in pleading alledged, he ought not to be precluded from having and maintaining his Action aforesaid against the said *William*, because protesting that the said *James* did not assume upon himself in Manner and Form as the aforesaid *William* hath alledged, and protesting also, that he the said *Benjamin* hath not accepted of the Promise and Assumption of the said *James*, as the aforesaid *William* above for Plea charges, the said *Benjamin* saith, that he hath not released and discharged the aforesaid *William* from Payment of the said five Pounds, as the aforesaid *William* above hath alledged; and this he prays may be enquired by the Country; and the aforesaid *William* likewise. Therefore, &c.

Decla-

Declarations in D E B T.

Declaration.

Middlesex, C H A R L E S Jones, late of *Islington* to wit. *ton* in the said County, Yeoman, otherwise called *Charles Jones* of *Islington* in the said County, Yeoman, was summoned to answer *George Nash* in a Plea, that he render to him six hundred Pounds which he owes him, and unjustly detains, and so forth; and wherefore the said *George*, by *John Gould*, his Attorney, saith, that whereas the said *Charles*, the ninth Day of *May* in the Year of our Lord One Thousand seven Hundred and thirty-three, at *Westminster* in the said County of *Middlesex*, by his certain Writing obligatory, acknowledged himself to be bound unto the aforesaid *George*, in the said six hundred Pounds, to be paid to the said *George* when he should be thereto afterwards requested; yet nevertheless the aforesaid *Charles*, altho' oftentimes requested, the said six Hundred Pounds to the aforesaid *George* hath not as yet rendered, but the same to the said *George* hitherto hath refused, and still doth refuse to render; wherefore the said *George* saith he is worse, and hath Damage to the Value of twenty Pounds; and therefore he brings his Suit, and so forth: And the said *George* exhibits into Court the said Writing

ting obligatory, which witnesseth the Debt aforesaid in Form aforesaid; the Date whereof is the Day and Year above written, and so forth.

Declaration on two Bonds against an Executor.

Dorsetshire, FANE Oakely, late of *Blandford* to wit. *F* in the said County, Widow, Executrix of the last Will and Testament of *Joseph Oakely*, her late Husband deceased, otherwise lately called *Joseph Oakely* of *Blandford-Forum* in the County of *Dorset*, Weaver, otherwise called *Joseph Oakely* of *Blandford-Forum* in the County of *Dorset*, Weaver, was summoned to answer *James Stone* of a Plea that she render to him one Hundred and fifty Pounds which she unjustly detains, and so forth: And wherefore the said *James* by *John Gould*, his Attorney, saith, that whereas the said *Joseph* in his Life-Time, to wit, the nineteenth Day of *October* in the Year of our Lord One Thousand seven Hundred and twenty-six, at *Blandford* aforesaid, by his certain Writing obligatory, acknowledged himself to be bound unto the aforesaid *James*, in the Sum of fifty Pounds, Part of the said Sum of one hundred and fifty Pounds, to be paid to be paid to the said *James*, when he should be thereto afterwards requested: And also the aforesaid *Joseph* in his Life-Time, to wit, the twentieth Day of *March* in the Year of our Lord One Thousand seven Hundred and twenty-six aforesaid, at *Blandford* aforesaid, by another Writing obligatory, ac-
know-

knowledged himself to be bound to the said *James* in one Hundred Pounds, the Residue of the said Sum of one Hundred and fifty Pounds, to be likewise paid to the said *James*, when he should be thereto afterwards requested: Nevertheless the said *Joseph*, in his Life-Time, or the said *Jane*, since the Death of the said *Joseph*, have not rendered the said one Hundred and fifty Pounds to the said *James*, although oftentimes requested; but have altogether refused to render the same to him, and the said *Jane* still refuses so to do, and unjustly detains the same from him; wherefore he says, that he is worse, and hath Damage to the Value of forty Pounds; and therefore he brings his Suit, and so forth: And the said *James* exhibits into Court the said two several Writings obligatory aforesaid, which witness the Debt in Form aforesaid, the several Dates whereof are the Day and Year above written, and so forth.

*Declaration on a Bond, at the Suit of an Assignee of
a Commission of Bankruptcy.*

Wilsr. **A**LXANDER Baker, late of *La-*
to wit. *vington* in the said County, Gent.
otherwise called *Alexander Baker* of *Lavington-*
Forum in the County of *Wilsr.* Gent. was sum-
moned to answer *William Filks*, Assignee of the
Debts, Goods and Chattels of *John Tucker*,
Bankrupt, according to the Form of the Statute
concerning Bankrupts, lately made and provid-
ed, of a Plea that he render unto the said *William*
one Hundred Pounds, which he owes him, and
unjustly detains, and so forth; and wherefore the
said *William*, as Assignee of the Debts, Goods
and Chattels of the said *John Tucker* the Bank-
rupt, according to the Form of the Statute con-
cerning Bankrupts, made and provided by *Ed-*
ward Goldsmith, his Attorney, saith, that where-
as the aforesaid *Alexander*, before the said *John*
Tucker became a Bankrupt, to wit, the twenty-
second Day of *December* in the Year of our Lord
One Thousand seven Hundred and twenty-six,
at *Calne* in the said County, by his certain Writ-
ing obligatory, acknowledged himself to be bound
to the said *John Tucker*, in the said one Hundred
Pounds, to be paid to the said *John*, when he
should be thereto afterwards requested; and the
said *William* avers, that the Writing obligatory
aforesaid, remaining in Force, and the said one
Hundred Pounds therein mentioned, being un-
paid

paid to the said *John Tucker*, afterwards, to wit, the thirteenth Day of *November* in the Year of our Lord One Thousand seven Hundred and thirty-one, the said *John* became a Bankrupt within the Statutes concerning Bankrupts made and provided, to wit, at *Calne* aforesaid, and afterwards, to wit, the first Day of *December* in the Year last mentioned, the Debts, Goods and Chattels of the aforesaid *John* were, according to the Statute in that Case made and provided, by Assignment then and there made in due Form, assigned to the said *William* by a Commissioner in that Behalf appointed; whereby the Action accrued to the said *William*, to have and receive from the said *Alexander* the said one Hundred Pounds: Yet nevertheless the said *Alexander*, although oftentimes requested, the said one Hundred Pounds to the said *William* hath not rendered, but hath altogether refused to render the same to him, and still doth refuse; wherefore the said *William* saith, that he is worfe, and hath Damage to the Value of twenty Pounds; and therefore he brings his Suit, and so forth: And the said *William* exhibits into Court, as well the said Writing obligatory, as the aforesaid Assignment in Form aforesaid made, by which it manifestly appears to the Court here, the said *William* to be the Assignee of the Debts, Goods and Chattels of the said *John Tucker*, the Bankrupt, which witness the Debt in Form aforesaid, the several Dates whereof are the Days and Years above written, and so forth.

Declaration on a Bail-Bond by Assignee of the Sheriff.

Somerset, **G**EOERGE Stevens, late of *Wells* to wit. in the said County, Gent. otherwise called *George Stevens* of *Wells* in the County of *Somerset*, Gent. was summoned to answer *Richard Jones*, Assignee of *John Piggo*, Esq; Sheriff of the County of *Somerset* aforesaid, according to the Form of the the Statute in that Case made and provided, of a Plea; that he render to him the said *Richard* forty Pounds which he owes him, and unjustly detains from him, and so forth; and wherefore the said *Richard*, by *John Gould* his Attorney, saith, that whereas the said *Richard*, after the first Day of *Trinity* Term in the Year of our Lord one Thousand seven Hundred and six, to wit, the seventeenth Day of *July*, in the Year of our Lord one Thousand seven Hundred and thirty-two did prosecute out of the Court of the Lord the King of the Common Bench (the same Court being then held at *Westminster* in the County of *Middlesex*) his certain Writ of *Capias*, to answer against the aforesaid *George*, directed to the then Sheriff of *Somerset*, by which said Writ, the said Lord the King commanded the said then Sheriff of *Somerset*, that he should take the said *George*, if he should be found in his Bailiwick, and him safely keep, so that the said Sheriff might have his Body before the Justices of the said Lord the King at
West

Westminster afore said, from the Day of *Easter* in three Weeks then next, to answer the said *Richard* of a Plea, wherefore with Force and Arms the Close of the said *Richard*, at *Wells* in the said County of *Somerset*, he broke, and other Wrongs to him did, to the great Damage of the said *Richard*, and against the Peace of the said Lord the now King; and also that the said *George* should answer the said *Richard* according to the Custom of the said Lord the King of the Common Bench, in a certain Plea of Trespass on the Case, on Promise, to the Damage of the said *Richard* forty Pounds; which said Writ afterwards, and before the Return thereof, to wit, the fifteenth Day of *September* in the Year afore said, at *Wells* afore said, was delivered to the said *John Pigott*, Esq; then being the Sheriff of the County of *Somerset* afore said, in Form of Law to be executed; by Virtue of which said Writ, and before the Return thereof, to wit, the same fifteenth Day of *September* in the Year afore said, the said *John Pigott*, Esq; then being the Sheriff of the said County of *Somerset*, at *Wells* afore said, took and arrested the afore said *George*, and him in safe Custody, by Virtue of the said Writ, then and there had and detained: And the said *George* being so arrested, and being so as afore said, by Virtue of the said Writ, under the Custody of the Sheriff, afterwards, to wit, the same fifteenth Day of *September* in the Year afore said, at *Wells* afore said, the said *John Pigott*, Sheriff of the afore said County of *Somerset*, took Bail for the Appearance of the said *George*, according to the Tenour of the said Writ, to wit, one *Thomas Walker* and the said *George*, and the said *Thomas*

as Bail for the said *George*, the said fifteenth Day of *September* in the Year aforesaid, at *Wells* aforesaid, by a certain Writing obligatory, sealed with the Seals of the said *George Stevens* and *Thomas Walker*, became bound and obligated to the said *John Pigott*, Esq; Sheriff of the County of *Somerset* aforesaid, in the said forty Pounds, to be paid to the said Sheriff or his Assigns, when then they should be afterwards thereto required, with a Condition subscribed to the said Writing obligatory, that if the aforesaid *George* should appear before the Justices of the said Lord the King, at *Westminster*, from the Day of *St. Michael* in three Weeks then next following, to answer the said *Richard* of a Plea of *Trespas* on the Case, on Promise, to the Damage of the said *Richard* forty Pounds, that then the said Obligation should be void and of no Force; otherwise to stand and remain in full Force and Virtue, as by the said Writing obligatory, and the Condition thereto, manifestly appears. And the said *Richard* further saith, that the said *George* did not appear before the said Justices of the Lord the King, at *Westminster* aforesaid, from the Day of *St. Michael*, in three Weeks, in the said Condition mentioned, according to the Form and Effect of the said Condition, whereby the said Writing obligatory became forfeited. And the said *Richard* further saith, that afterwards, to wit, the eighth Day of *November* in the Year aforesaid, the said *John Pigott*, Esq; then being Sheriff of the said County of *Somerset*, at *Wells* aforesaid, at the Desire and Costs of the aforesaid *Richard* by a certain Indorsement in Writing, made on the said Writing obligatory, bearing Date the said eighth

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eighth Day of *November* in the Year aforesaid
 and under the Hand and Seal of the Office of the
 said Sheriff of *Somerset* sealed, then and there at-
 tested in the Presence of *John Horsman* and *Mary*
Mary, two credible Witnesses, assigned to the
 said *Richard* the said Writing obligatory, accord-
 ing to the Form of the Statute in that Case lately
 made and provided, by Reason of which said
 Premisses, and according to the Form of the
 Statute aforesaid, the Action accrued to the said
Richard, as Assignee aforesaid of the said *John*
Pigott, Esq; Sheriff of the said County of *Somer-*
set, to have and receive from the said *George* the
 said forty Pounds: Yet nevertheless the said
George, although oftentimes requested, the said
 forty Pounds to the aforesaid *John Pigott*, before
 the Assignment thereof, or to the said *Richard*
 or either of them, hath not rendered, but the
 same to them or either of them hath altogether
 refused to render, and the same to the said *Rich-*
ard still to render doth refuse; wherefore the said
Richard saith he is worse, and hath Damage to
 the Value of forty Pounds; and therefore he
 brings his Suit. And the said *Richard* exhibits
 into Court as well the said Writing obligatory,
 which witnesseth the Debt aforesaid in Form
 aforesaid, as the said Indorsement on the said
 Writing obligatory made the respective Dates
 whereof are the Day and Year above written,
 and so forth.

Declaration for Monev borrowed.

Somerſet, **R**ICHARD Webb, late of *Taun-*
 to wit. *ton*, in the ſaid County, Yeoman;
 was ſumoned to answer *Charles Day* of a Plea;
 that he render to him one Hundred Pounds
 which he owes him, and unjuſtly detains, and
 ſo forth: And whereof the ſaid *Charles*, by *J. G.*
 his Attorney, ſaith, that whereas the ſaid *Rich-*
ard, the firſt Day of *June* one Thouſand ſeven
 Hundred and thirty-two, at *Taunton* aforeſaid,
 borrowed of the ſaid *Charles* the ſaid one Hun-
 dred Pounds, to be paid to the ſaid *Charles* when
 he the ſaid *Richard* ſhould be thereto afterwards
 requested: Yet the ſaid *Richard*, although
 thereto often required, the ſaid one Hundred
 Pounds to the ſaid *Charles* hath not rendered,
 but the ſame to him hitherto to render he hath
 altogether refuſed, and ſtill doth refuſe; where-
 fore the ſaid *Charles* ſaith he is prejudiced, and
 hath Damage to the Value of twenty Pounds;
 and thereupon he brings his Suit, and ſo forth.

Decla-

Declaration on a Bill penal, payable with Interest.

Somerset, **R**ICHARD Jones, late of *Taunton* to wit. in the said County, Gentleman, otherwise called *Richard Jones* of *Taunton* in the said County of *Somerset* Gent. was summoned to answer *Henry Gould* of a Plea, that he render to him forty Pounds which he owes him, and unjustly detains, and so forth; and whereof the said *Henry* by *J. G.* his Attorney, saith, that whereas the said *Richard*, the twenty-second Day of *September* in the Year of our Lord one Thousand seven Hundred and thirty-two, at *Taunton* aforesaid; by his certain Bill penal, sealed with the Seal of the said *Richard*, and which the said *Henry* now exhibits into the Court of the said Lord the King, the Date whereof is the same Day and Year, acknowledged himself to owe, and to be justly indebted to the said *Henry*, by the Name of *Henry Gould*, the full and just Sum of twenty Pounds, good and lawful Money of *Great Britain* with lawful Interest for the same, to be paid to the said *Henry*, his Executors, Administrators and Assigns, at or upon the twenty-fifth Day of *March* next ensuing the Date of the said Bill, at and in the then Dwelling-house of the said *Henry*, situate in *Taunton* aforesaid; and for the true and just Payment of the said Sum of twenty Pounds, and Interest, in Manner and Form aforesaid, the said *Richard* bound himself, his Heirs, Executors and Administrators, in the penal Sum

of forty Pounds of like lawful Money, firmly by the said Bill: And the said *Henry* in Fact saith, that the said *Richard* did not pay to him the said *Henry* the said twenty Pounds with lawful Interest, at or upon the said twenty-fifth Day of *March* next ensuing the Date of the said Bill, which he upon the said Date, according to the Form and Effect of the said Bill, ought to have paid; whereby the Action accrewed to the said *Henry* to receive and have from the said *Richard* the said forty Pounds: Yet the said *Richard*, a'tho' oftentimes requested, hath not paid the said forty Pounds to the said *Henry*, but hath hitherto altogether refused to pay the same to him, and still refuses; wherefore he saith he is prejudiced, and hath Damage to the Value of twenty Pounds; and thereof he brings his Suit.

Declaration on an Emisset for a Mare bought.

Wiltshire, JOHN Baker, late of Lavington to wit. In the said County, Gent. was summoned to answer *Henry Grove* of a Plea, that he render to him twenty Pounds which he owes him, and unjustly detains, and so forth: And whereof the said *Henry*, by *H. G.* his Attorney, saith, that whereas the said *John*, the eighth Day of *March* in the Year of our Lord one Thousand seven Hundred and thirty-two, at *Calne* in the County aforesaid, bought of the said *Henry* one Mare, for the said twenty Pounds, to be paid to the said *Henry* when he should be thereof requested: Yet the said *John*, although often requested, hath not rendered the said twenty Pounds to the said *Henry*, but hath hitherto altogether refused, and still doth refuse to render the same to him; wherefore he says he is prejudiced, and hath Damage to the Value of twenty Pounds; and thereof he brings his Suit.

Decla-

Declaration on a Bond given by the Defendant's Wife whilst single.

Somersetshire, **RICHARD** Price, late of
 to wit. *Taunton* in the said County,
 Gent. and *Anne* his Wife, were summoned to
 answer *Henry Good* of a Plea, that they render
 to him one Hundred Pounds, which they owe
 him and unjustly detain, and so forth: And
 whereof the said *Henry*, by *J. G.* his Attorney,
 saith, that whereas the said *Anne*, whilst she was
 single, by the Name of *Anne Long* of *Taunton* in
 the said County, the twentieth Day of *September*
 in the Year of our Lord one Thousand seven
 Hundred and thirty-two, at *Taunton* aforesaid,
 by her certain Writing obligatory acknowldged
 her self to be bound unto the said *Henry* in the
 said one Hundred Pounds, to be paid to the said
Henry, when she should by thereto afterwards
 requested: Yet the said *Anne*, whilst she was
 single, and the said *Richard* and *Anne*, after their
 Inter-marriage, though oftentimes requested, the
 said one Hundred Pounds to the said *Henry* have
 not rendered, but the same to him have hitherto
 altogether refused to render, and the said *Rich-*
ard and *Anne* yet refuse so to do; wherefore he
 says he is prejudiced, and hath Damage to the
 Value of twenty Pounds; and thereof brings
 his Suit.

Decla-

*Declaration on a Recognizance acknowledged before
the Lord Chief Justice of the Court of Common
Pleas.*

Middlesex, **SAMUEL** Bond late of *Islington*
to wit. **S** in the said County, Gent. was
summoned to answer *Edward Johnson* of a Plea,
that he render to him fifty Pounds which he
owes him, and unjustly detains, and whereof the
said *Edward*, by *J. G.* his Attorney saith, That
whereas the said *Samuel*, the eighth Day of *De-*
cember, in the Year of our Lord one Thousand
seven Hundred and thirty-one, at the Parish of
St. Clement's Danes in the County aforesaid, be-
fore *Robert Eyre*, Kt. Chief Justice of the Court
of the Lord the King of the Bench at *Westmin-*
ster, recognized himself to owe to the said *Ed-*
ward the said fifty Pounds, to be paid to the said
Edward when he should be thereunto requested;
which said Recognizance the said Chief Justice,
the tenth Day of *May*, in the Year of our Lord
One Thousand seven Hundred and thirty-two,
at the Parish aforesaid, hath delivered here in
Court to be inrolled, and the same now remains
inrolled, and of Record in the same Court of the
said Lord the King here, as appears in the Term
of the *Holy Trinity*, in the fifth and sixth Years
of the Reign of our Lord *George* the Second
now King, *Roll. 203.* yet the said *Samuel*, al-
though oftentimes requested; hath not rendred
the said fifty Pounds to the said *Edward*, but the
same

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ame to him to render hath hitherto altogether refused, and still doth refuse; wherefore he saith he is prejudiced, and hath Damage to the Value of twenty Pounds; and therefore brings his Suit.

Declaration on a Bill Penal, given to the Plaintiff's Wife whilst Sole, payable six Months after Marriage.

Somersetshire, **H**ENRY Fielding, late of Taunton in the said County, Gent. otherwise called Henry Fielding of Taunton, in the County of Somerset, Gent. was summoned to answer Richard Brown and Mary his Wife, of a Plea, that he render to them twenty Pounds which he owes them, and unjustly detains, and so forth, and whereof the said Richard and Mary by J. G. their Attorney say, That whereas the said Henry, the twentieth Day of December, in the Year of our Lord One Thousand seven Hundred and thirty-one, at Taunton in the said County, by his certain Bill Penal, sealed with the Seal of the said Henry, bearing Date the same Day and Year, and which Bill the said Richard and Mary now exhibit into Court, acknowledged himself to owe unto the said Mary, whilst she was single by the Name of Mary Benson of Taunton in the County of Somerset, twenty Pounds, to be paid to the said Mary within six Months next after she the said Mary should be lawfully married, according to the Rites and Ceremonies of the Church of England, to any Man; and for the due

due Payment of the said twenty Pounds he bound himself, his Heirs, Executors and Administrators, firmly by the said Bill; and the said *Richard* and *Mary* aver, that after the Execution of the said Bill, and for more than six Months before the Suing out of the original Writ of them the said *Richard* and *Mary*, to wit, the tenth Day of *April*, in the Year of our Lord One thousand seven hundred and theirty-two, at *Taunton* aforesaid, the said *Mary* was lawfully married to the said *Richard*, according to the Rites and Ceremonies of the Church of *England*, of which said Marriage the said *Henry* then and there had Notice; yet the said *Henry* hath not paid to the said *Richard* and *Mary*, or either of them, within the said six Months next after the aforesaid Marriage, the aforesaid twenty Pounds, according to the Tenour of the said Bill, whereby the Action accrued to the said *Richard* and *Mary*, to have and receive of the said *Henry* the said twenty Pounds: Nevertheless the said *Henry*, though oftentimes requested, hath not rendred the said twenty Pounds to the said *Richard* and *Mary*, or either of them, but the same to render to them hath hitherto altogether refused, and doth refuse; wherefore the said *Richard* and *Mary* say they are prejudiced, and have Damage to the Value of twenty Pounds; and thereof they bring their Suit.

Decla

*Declaration on a Bond by an Executor against the
Heir of the Person who gave the Bond.*

*Somersetshire, RICHARD Benn, late of
to wit. Wills in the said County,
Gent. Son and Heir of Edward Benn his late
Father deceased, otherwise lately called Edward
Benn of Taunton in the County of Somerset, Gent.
was summoned to answer Robert Richards, Exe-
cutor of the last Will and Testament of James
Richard his late Father deceased, of a Plea, that
he render to him six hundred Pounds, which he
unjustly detains, and so forth; and whereof the
said Robert, by J. G. his Attorney saith, that
whereas the said Edward in his Life-time, to wit,
the eighth Day of August, in the Year of our
Lord One thousand seven hundred and thirty-
one, at Taunton aforesaid, by his certain Writing
obligatory, acknowledged himself to be bound
unto the said James in his Life-time in the said six
hundred Pounds, to be paid to the said James,
when he should be thereto afterwards requested:
Yet the said Edward in his Life-time, or the said
Richard after the Death of him the said Edward,
although oftentimes requested, the said six hun-
dred Pounds to the said James, in his Life-time,
or to the said Robert, after the Death of the said
James, have not yet rendred, but the same to
them to render have altogether refused; and the
said Richard still refuses to render the same to the
said Robert, and unjustly detains; wherefore he
says*

says he is Prejudiced, and hath Damage to the Value of twenty Pounds; and thereof brings his Suit, and so forth: And the said *Robert* exhibits into Court as well the said Writing obligatory, which testifies the Debt in Form as aforesaid, the Date whereof is the Day and Year aforesaid, as the Letters Testamentary of the said *James* his said late Father deceased; by which it plainly appears to the Court here, him the said *Robert* to be the Executor of the Testament aforesaid of the said *James*, and thereof to have Administration.

Declaration on an Infimul Computasset.

Somersetshire, **R. O B E R T** King, late of
to wit. *Bridge-water* in the said
County, Yeoman, was summoned to answer
Benjamin Webb of a Plea, that he render unto
him forty Pounds, which he owes and unjustly
detains, and so forth; and whereof the said
Benjamin by J. G. his Attorney, says That
whereas the said *Robert* and *Benjamin*, on the
ninth Day of *September*, in the Year of our Lord
One thousand seven hundred and thirty-two, at
Wells in the said County, accounted together of
and concerning divers Sums of Money to the said
Benjamin by the said *Robert* before that Time
due, and in Arrear, and unpaid, and upon that
Account the said *Robert* was then and there found
in Arrears to the said *Benjamin* in the said forty
Pounds, to be paid to the said *Benjamin*, when he
should

should be thereunto requested; yet the said *Robert*, altho' oftentimes requested, hath not rendred unto the said *Benjamin* the said forty Pounds, but the same to him to render hath hitherto altogether refused, and still doth refuse; wherefore the said *Benjamin* saith he is prejudiced, and hath Damage to the Value of twenty Pounds; and thereof brings his Suit.

Declaration on a Judgment recovered in the Court at Kingston in Surry.

Surry, **J** O H N *Stroud*, late of *Shoreham* in to wit. *J* the County of *Sussex*, Malster, was summoned to answer *William Southwell* of a Plea, that he render to him thirteen Pounds seven Shillings, which he owes him, and unjustly detains, and so forth; and whereof the said *William*, by *J. G.* his Attorney, saith, that whereas he the said *William*, otherwise, to wit, the twenty-seventh Day of *September*, in the Year of our Lord One thousand seven hundred and thirty-one, in the Court of our Lord the King of Record, within the Village and Liberty of *Kingston upon Thames*, and the Hundreds of *Kingston*, *Elmbridge*, *Coptthorane*, *Effingham*, and of every of them in the said County of *Surry*, before *Nicholas Harding*, Esq; Recorder of the same Court, by the Judgment of the said Court, recovered against the said *John Stroud* the said thirteen Pounds seven Shillings, which to the said *William* were, in the said Court of the said Lord the King, before the
said

said Recorder, adjudged for his Damages and Costs, which he sustained in a certain Plea of Trespass on the Case, prosecuted in the said Court, by the said *William* against the said *John*, whereof the said *John Stroud* is convicted, as by the Record and Process thereof in the said Court of the said Lord the King, before the said Recorder remaining, fully appears; which said Judgment now remains in its full Force not in the least satisfied, recalled or annulled; or is Execution thereon by the said *William* taken out or executed; whereby the Action accrues to the said *William*, to have and receive from the said *John*, the said thirteen Pounds and seven Shillings: Yet the said *John*, although oftentimes requested by the said *William*, hath not rendred to the said *William* the said thirteen Pounds and seven Shillings, but the same to him to render he hath hitherto altogether refused, and still doth refuse; wherefore the said *William* says he is prejudiced, and hath Damage to the Value of ten Pounds; and thereof he brings his Suit.

Declaration against a Clergyman for Non-Residence.

Somersetshire, **R**ICHARD Jackson, late of
to wit. the Parish of *Cavendish* in the
said County, Doctor of Divinity, was summon-
ed to answer to the Lord the now King, and *John*
Thomas, who as well for the said Lord the King,
as for himself, in this Behalf, prosecutes, of a Plea,
that he render to the said Lord the King, and the
said *John*, who as well, and so forth, thirty
Pounds, which to the said Lord the King, and
the said *John*, who as well, and so forth, he owes,
and unjustly detains, and so forth; and whereof
the said *John*, who as well for the said Lord the
now King, as for himself, in this Behalf; prose-
cutes, says, that whereas the said *Richard*, the
twentieth Day of *January*, in the Year of our
Lord One thousand seven hundred and thirty-
two, and long before, and from that Time was
and now is a Clergyman and Rector of the
Parish Church of *Cavendish* aforesaid; yet the
said *Richard*, not in the least regarding the Sta-
tute in that Case made and provided, nor the Pe-
nalty contained in the said Statute, whilst he
the said *Richard* so remained Rector of the said
Parish Church, to wit, for the space of three
Months next after the said twentieth Day of
January, in the Year aforesaid, voluntarily ab-
sented himself from the said Rectory, and did not
in the least make any Stay or Residence, at or in
his said Rectory, or at or in any other Ecclesiastical

tical Benefice belonging to him, against the Form of the Statute aforesaid; by which, and by Force of the said Statute, the Action accrued to the said Lord the now King, and the said *John*, who as well, and so forth, to have and receive from the said *Richard* the said thirty Pounds, to wit, ten Pounds for every one of the said three Months: Yet the said *Richard*, altho' oftentimes requested, the said thirty Pounds, or any part thereof, to the said Lord the King, or to the said *John*, who as well, and so forth, hath not rendred, but the same to them to render he hath hitherto altogether refused, and still doth refuse, to the Damage of the said *John*, who as well, and so forth, ten Pounds; and therefore as well on Behalf of the said Lord the now King, as for himself, he brings his Suit.

Decla-

*Declaration on the Statute for carrying a Gun,
not qualified.*

Northampton, **E** DWARD Jones, late of
to wit. *Peterborough* in the said Coun-
ty, Yeoman, was attached to answer to the Lord
the King, and *John Smith*, who as well for the
said Lord the King, as for himself, in this Behalf,
prosecutes of a Plea, that he render unto the said
Lord the King, and the said *John*, who as well,
and so forth, ten Pounds of lawful Money of
Great-Britain, which to the said Lord the King,
and the said *John*, who as well, and so forth, he
owes, and unjustly detains, and so forth; and
whereof the said *John*, who as well, and so forth,
by *J. G.* his Attorney, saith, that whereas the
said *Edward*, the seventh Day of *December*, in
the sixth Year of the Reign of the said Lord the
now King, not having in his own Right, or in
Right of his Wife, or for the Use of the said
Edward, or any other Person or Persons, having
to the Use of the said *Edward*, any Lands or
Tenements in Fee, Annuity or Office, of the
yearly Value of One hundred Pounds, had and
kept a certain Gun, and then and there loaded
or charged the said Gun with Gun-powder and
Shot, and did shoot against the Form of the Sta-
tute in that Case made and provided; by which,
and by Force of the said Statute, the said *Ed-
ward* forfeited ten Pounds for the said Offence;
whereby, and by Force of the Statute in that
Case

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Cafe made and provided, the Action accrued to the said Lord the King, and the said *John*, who as well, and so forth, to have and receive from the said *Edward*, the said ten Pounds; yet the said *Edward*, although often requested, the said ten Pounds to the said Lord the King, and the said *John*, who as well, and so forth hath not rendred, but the same to them hitherto to render, he hath altogether refused, and still doth refuse; wherefore the said *John*, who as well, and so forth, saith that he is prejudiced, and hath Damage to the Value of twenty Pounds; and therefore as well for the said Lord the King, as for himself, he brings his Suit.

Declaration for exposing Hares to Sale, without being qualified to kill Game.

Southampton, **J** O H N Davis, who as well for to wit. himself, as for the Poor of the Parish of *Wouston* in the County aforesaid, in this Behalf prosecutes, complains of *Abraham Millet*, in the Custody of the Marshall of the *Marshalsea* of the Lord the King, before the King himself being, of a Plea, that he render to the said *John*, who as well, and so forth, ten Pounds lawful Money of *Great Britain*, which to him the said *John*, and the Poor of the Parish aforesaid he owes, and unjustly detains; for that, to wit, that whereas the said *Abraham*, the sixth Day of *November*, in the sixth Year of the Reign of the said Lord *George* the Second, now King of *Great Britain*,

Britain, and so forth, at the said Parish of *Wouston*, in the County aforesaid, exposed to Sale two Hares, against the Form of the Statute in that Case lately made and provided, the said *Abraham* by Force of the Statutes of this Realm, then and there not being qualified in his own proper Right to kill Game, nor being intitled to the said two Hares under any Person intitled to kill Game, whereby, and by Force of the Statute in that Case lately made and provided, the said *Abraham* forfeited ten Pounds, to wit, five Pounds for each of the said two Hares; one Half thereof to be paid to the Informer, and the other Half thereof to be paid to the Poor of the Parish where the Offence was committed; and by Virtue of another Statute in that Case lately made and provided, the Action accrued to the said *John*, as well for himself, as for the said Poor of the Parish of *Wouston* aforesaid, to have and receive from the said *Abraham* the said ten Pounds: Yet the said *Abraham*, although often requested, the said ten Pounds to the said *John*, who as well, and so forth, hath not rendred, but the same to him the said *John*, who as well, and so forth, to render he hath hitherto altogether refused, and still doth refuse; wherefore the said *John*, who as well, and so forth, saith he is prejudiced, and hath Damage to the Value of ten Pounds; and therefore as well for himself, as the said Poor of the said Parish of *Wouston*, he brings his Suit.

Decla-

*Declaration for keeping and using Gray-Hounds
not being qualified.*

Somerset, **E** *DWARD* *Williamson*, Gent. who
to wit. as well for himself, as the Poor of
the Parish of *Kilminster* in the said County, pro-
secutes, complains of *Benjamin Johnson*, in the
Custody of the Marshal of the *Marshalsea* of the
Lord the King, before the King himself, of a
Plea, that he render to him, and to the said Poor
of the Parish of *Kilminster*, five Pounds, which
to the said *Edward*, and to the Poor of the said
Parish he owes, and unjustly detains; for that,
to wit, that whereas the said *Benjamin* the twenty
eighth Day of *September*, in the sixth Year of
the Reign of the said Lord *George* the Second
now King of *Great Britain*, and so forth, at the
said Parish of *Kilminster*, in the County aforesaid,
used two Grayhounds, to kill and destroy Game,
against the Form of the Statute in that Case lately
made and provided; he the said *Benjamin*, by
Force of the Laws of this Realm, not being qua-
lified so to do; by which, and by Force of the
Statute in that Case lately made and provided,
the said *Benjamin* forfeited the said Sum of five
Pounds, and by Force of the Statute in that Case
lately made and provided, the Action accrued to
the said *Edward*, as well for himself, as for the
said Poor of the said Parish of *Kilminster*, in the
County aforesaid, to have and receive from the
said *Benjamin* the aforesaid five Pounds: Yet the

G

said

said *Benjamin*, although often requested, the said five Pounds to the said *Edward*, who as well, and so forth, hath not rendred, but the same to the said *Edward*, who as well, and so forth, to render hath hitherto altogether refused, and still doth refuse; wherefore the said *Edward*, who as well, and so forth, saith he is prejudiced, and hath Damage to the Value of ten Pounds; and for that, as well for himself, as for the said Poor of the Parish of *Kilmington*, he brings his Suit.

Declaration against a Clergyman for marrying without a License.

Devon. **R**ICHARD Holden, late of Totnes, in the said County, Clerk, was summoned to answer *Edward Glover*, who as well for the Lord the King, as for himself, in this Behalf, prosecutes, of a Plea, that he render to the said Lord the King, and the said *Edward*, who as well, and so forth, One hundred Pounds of lawful Money of *Great Britain*, which he owes, and unjustly detains, and so forth: And whereof the said *Edward*, who as well, and so forth, by *J. G.* his Attorney, saith, That whereas the said *R.* being a Priest inducted into Holy Orders, after the twenty-fourth Day of *June*, in the Year of our Lord One thousand six hundred and ninety-six, to wit, the twentieth Day of *October*, in the Year of our Lord One thousand seven hundred and thirty-two, at *Totness* in the said County, joined in Wedlock one *H. B.* and one *G. E.* with-

without any Publication of Banns, of Matrimony between the said *H.* and *G.* and without any License at any Time made, had or obtained for the said Marriage, against the Form of the Statute in that Case lately made and provided; whereby, and by Force of the Statute aforesaid, the Action accrued to the said *E.* to have and receive of the said *R.* for the said Lord the King and himself, the said one hundred Pounds, so as aforesaid forfeited: Yet the said *R.* altho' oftentimes requested, the said one Hundred Pounds to the said *E.* who as well, and so forth, hath not rendered, but hath hitherto altogether refused to render the same to him, and still doth refuse; wherefore the said *E.* who as well, and so forth, saith he is prejudiced, and hath Damage to the Value of ten Pounds; and therefore as well for the said Lord the King, as for himself, he brings his Suit.

Declaration for Rent.

Somerset, *R.* *S.* late of----in the said County--
 to wit. *R.*-----was summoned to answer *H.*
C. of a Plea, that he render to him forty Shillings
 which he owes him, and unjustly detains, and so
 forth: And whereof the said *H.* by *J. G.* his At-
 torney, says, that whereas the said *H.* the first
 Day of *October* in the Year of our Lord One
 thousand seven hundred and thirty-one, at
Taunton in the said County, had demised to the
 said *R.* one Messuage, ten Acres of Land, and
 ten Acres of Pasture, situate in *Taunton* aforesaid,
 to have and to hold to the said *R.* and his As-
 signes, from the Feast of *St. Michael* the Arch-
 Angel then last past, until the full End and Term
 of one whole Year then next following, and fully
 to be compleat and ended; and so from Year to
 Year during the Pleasure of all Parties, paying
 for the same yearly and every Year, that the said
R. should have and enjoy the said Messuage with
 the Appurtenances, forty Shillings, to be paid by
 even and equal Portions at the Feast of the An-
 nunciation of the Blessed Virgin *Mary* and *St.*
Michael the Arch-Angel; by Virtue of which
 Demise the said *R.* entered, and was possessed of
 the said Messuage with the Appurtenances, and
 held and enjoyed the same, and forty Shillings
 for Rent for one whole Year, ending at the Feast
 of *St. Michael* the Arch-Angel, which was in the
 Year

Year of our Lord One thousand seven hundred and thirty-two, was in Arrear, and still remains unpaid; whereby the Action accrued to the said *H.* to have and receive of the said *R.* the said forty Pounds; yet the said *R.* although oftentimes requested, the said forty Pounds to the said *H.* hath not rendered, but the same to him to render hath hitherto altogether refused, and still doth refuse; wherefore the said *H.* says he is prejudiced, and hath Damage to the Value of ten Pounds; and therefore he brings his Suit.

Declaration for Rent on an Indenture granted by the Plaintiff's Wife before Marriage.

Middlesex, WILLIAM Howell, late of—
to wit. *H.* in the said County, otherwise called, and so forth, was summoned to answer *Abraham Willes* and *Elizabeth* his Wife, of a Plea, that he render to them ten Pound which he owes them, and unjustly detains, and so forth: And whereas upon the said *Abraham* and *Elizabeth*, by *J. G.* their Attorney, say, that whereas the said *Elizabeth*, whilst she was sole, and the said *William* the twenty-ninth Day of *August* in the Year of our Lord One thousand seven hundred and thirty-one, at *Islington* in the said County, by their certain Indenture, made between them the said *Elizabeth* and *William*, by the Names of *Elizabeth Read*, of the Parish of Saint *Anne*, *Westminster*, in the County of *Middlesex*, Widow, of the one Part, and *William Howell* of the same Place,

Place, Chirurgion, of the other Part (one Part of which said Indenture, sealed with the Seal of the said *William*, they the said *Abraham* and *Elizabeth* exhibit into Court) the Date whereof is the Day and Year aforesaid, by which said Indenture it is witnessed that the said *Elizabeth*, whilst she was sole, for and in Consideration of the Sum of one Hundred Pounds of lawful Money of *Great Britain*, to her in Hand paid at and before the Sealing and Delivery of the said Indenture by the said *William*, the Receipt whereof the said *Elizabeth*, by the said Indenture acknowledged, and thereof, and for every Part and Parcel thereof, freely acquitted, exonerated and discharged the said *William*, his Heirs, Executors and Administrators, and every of them forever, by the said Indenture, demised, granted and to Farm let unto the said *William* all those two Messuages or Tenements, with the Out-houses thereto belonging, inclosed with a Brick-wall; and also the Use of a Party Pump there, which said Premises are situate and being in a Street called *Picadilly*, in the said Parish of *Saint Anne*, *Westminster*, in the County aforesaid, adjoining Eastward to a Messuage or Tenement now in the Occupation of *James Jones*, and Westward to a Messuage or Tenement now lately erected by one *Thomas Williams*, together with all Lights, Easements, Profits, Commodities and Appurtenances whatsoever, to the said Premises belonging, or in any wise appertaining, all which said Premises then, or lately were in the Tenure or Occupation of *John Smith*, his Assignee or Assignees; and then in the Tenure or Occupation of the said *William Howell*, his Assignee or Assignees;

to have and to hold the aforefaid two Meffuages or Tenements, with the Out-houfes thereto belonging, and all other the Premiffes, with the Appurtenances, by the faid Indenture above demised, and every Part and Parcel thereof, to the faid *William Howell*, his Executors, Administrators and Affigns, from the Feaft of *St. Michael* the Arch-Angel then next enfuing the Date of the faid Indenture, until the full End and Term of ten Years then next following, and fully to be compleat and ended, yielding and paying for the fame yearly and every Year, during the Term aforefaid, to the aforefaid *Elizabeth*, her Executors, Administrators or Affigns, the annual Rent or Sum of Twenty-four Pounds of lawful Money of *Great Britain*, at the four moft ufual Feafts or Days of Payment, in the Year, to wit, at the Feaft of the Nativity of our Lord; the Annunciation of the Blessed Virgin *Mary*, the Nativity of *St. John* the Baptift, and *St. Michael* the Arch-Angel, by even and equal Portions, (which faid *Elizabeth*, after the making of the faid Indenture, by her the faid *Elizabeth* and the faid *William*, fo as aforefaid made, to wit, the firft Day of *October* in the Year of our Lord One thoufand feven hundred and thirty-two, at *Ifington* aforefaid, intermarried with the aforefaid *Abram*) by Virtue of which faid Demife, the faid *William*, after the making of the faid Indenture, entred into the faid Meffuages, with the Appurtenances, and was thereof poffeffed, and the faid Meffuages, with the Appurtenances, hath hitherto held and enjoyed, and eighteen Pounds of the aforefaid Rent for three Quarters of a Year, ending at the Feaft of *St. Michael* the Arch-Angel,

in the Year of our Lord One thousand seven hundred and thirty-three; to them the said *Abraham* and *Elizabeth* after the Marriage between them the said *Abraham* and *Elizabeth* celebrated, were in Arrears, and still continue unpaid; by which the Action accrues to them the said *Abraham* and *Elizabeth*, to receive and have from the aforesaid *William* the aforesaid eighteen Pounds; yet the said *William*, altho^t often requested, the aforesaid eighteen Pounds to them the said *Abraham* and *Elizabeth* hath not paid, but the same to them hitherto to pay he hath altogether refused, and still doth refuse, to the Damage of the said *Abraham* and *Elizabeth* twenty Pounds; and therefore they bring their Suit.

Decla-

Declaration on a Recognizance, acknowledged before a Commissioner in the Country.

Middlesex, **J** *OH* *N* *Richards*, late of *Islington* to wit. **J** in the said County, Tanner, was summoned to answer to *James Wood*, of a Plea, that he render unto him ninety-five Pounds which he owes him, and unjustly detains from him; and whereof the said *John*, by *B. C.* his Attorney, says, that whereas heretofore, to wit, upon the fifth Day of *May* in the fourth Year of the Reign of his present Majesty, at the City of *Bristol* in the County of the same City, the said *John* came before *George B. Gent.* then being a Commissioner for that Purpose duly appointed by his said Majesty's Justices of his Court of Common Pleas, at *Westminster*, according to the Form of the Statute in that Case made and provided, and then and thete before the said *G. B.* the Commissioner aforesaid, acknowledged himself to owe to the said *James Wood* the Sum of ninety-five Pounds, which Sum of ninety-five Pounds the said *John* granted, should be levied of his Lands and Chattles, to the Use and Behoof of the said *James Wood*, under this Condition, that if it should happen that Judgment should be given in the said Court of Common Pleas at *Westminster* for the aforesaid *James Wood* against the said *John*, in a certain Plea of Debt upon Demand, of One hundred and twenty Pounds, then he the said *John* would satisfy the Debt and Costs which

should be so recovered against the said *John* in the said Court, or would render himself a Prisoner to the Prison of the *Fleet* of his said Majesty for the same; which said Recognizance being delivered by the said *G. B.* to *R. P.* Esq; late one of the Justices of his said Majesty's Court of Common Pleas, he the said Justice, afterwards, to wit, in *Easter* Term, in the fourth Year aforesaid, delivered the same Recognizance with his own proper Hands into the said Court of Common Pleas, to be there enrolled on Record; and in the said Court the same is inrolled of Record, as by the Record thereof now remaining in the said Court manifestly appears. And whereas the said *James Wood*, afterwards, in the said Court here,) to wit, in the Term of the *Holy Trinity*, in the fifth Year of the Reign of his Majesty, before Sir *Robert Eyre*, Knight, and his Companions, then his said Majesty's Justices of the same Court here at *Westminster* aforesaid, by Judgment of the said Court, in a Plea of Debt aforesaid, recovered against the said *John*, as well the aforesaid Debt of One hundred and twenty Pounds, as five Pounds, which to him the said *James Wood*, in the said Court were adjudged for his Damages which he had sustained by Reason of the Detaining of the said Debt, whereof he is convicted, as the Record and Proceedings thereof in the said Court here likewise remaining manifestly appears: And the said *James Wood* in Fact saith, that the said *John* hath not, since the aforesaid Judgment against him obtained, hitherto satisfied the said *James Wood* for the Debt and Damages aforesaid, in Form aforesaid recovered; nor hath rendered himself
a pri-

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a Prisoner to the said Prison of the *Fleet* for the same, according to the Form and Effect of the Condition of the said Recognizance; whereby an Action accrued to the said *James Wood*, to demand and have of the said *John* the aforesaid ninety-five Pounds by him in Form aforesaid acknowledged: Nevertheless the said *John*, although often requested, the aforesaid Sum of ninety-five Pounds to the said *James Wood* hath not rendered, but the same to him hitherto to render hath refused, and yet refuseth, to the Damage of the said *James Wood* One hundred Pounds; and thereupon he bringeth his Suit.

Declaration on an Escape against the Marshal.

Middlesex, **W**ILLIAM *Lewis* complains to wit. of *R. M. Esq*; Marshal of the Marshalsea of the Lord the King, according to the Liberty and Privilege of such Marshals of the Marshalsea, for Time immemorial used and approved, present here in Court in his proper person, of a plea, that he render to him Two hundred and five pounds lawful Money of *Great Britain*, which he owes him, and unjustly detains; for that, to wit, that whereas the said *William* heretofore, in the Term of St. *Michael*, in the sixth Year of the now Lord the King, in the Court of the said Lord the King, before the King himself, the said Court at *Westminster* in the aforesaid County of *Middlesex* then being, by Bill, without the Writ of the said Lord the King, and
by

by Judgment of the said Court, recovered against one *John Benfield*, Esq; then in the Custody of the said *R. M.* then Marshal of the Marshalsea aforesaid of the said Lord the King, in Form aforesaid, being Two hundred pounds Debt, and also five pounds for his Damages which he had sustained, as well on Occasion of the Detention of the said Debt, as for his Costs and Charges by him in and about his Suit in that Behalf expended; whereof the said *John Benfield* was convicted, as by the Record of the Judgment aforesaid, in the said Court of the said Lord the King, before the King himself, here remaining plainly appears; which said several Sums amount together to Two hundred and five Pounds; after which said Judgment, so as aforesaid given, to wit, on *Monday* next after the Morrow of the Ascension of our Lord then next following, to wit, in the sixth Year of the Reign of the said Lord the now King, before the said Lord the King at *Westminster*, in the said Court of the said Lord the King, before the King himself there then being, came the said *William Lewis* in his proper Person; and because the Debt and Damages aforesaid were not then in the least satisfied to him the said *William Lewis*, the aforesaid *John Benfield* then present in the same Court, at the Request of the said *William*, by the same Court was then and there committed the aforesaid *R. M.* then and now the Marshal of the said Marshalsea of the said Lord the King, before the King being in Execution of the Debt and Damages aforesaid, there to remain till the aforesaid *John* should satisfy the said *William Lewis* the Debt and Damages aforesaid, as by the Record

cord thereof in the aforefaid Court of the faid Lord the King, before the King himfelf as aforefaid being, appears. And the faid *John* fo in the Custody of the aforefaid *R. M.* in Execution for the Debt and Damages aforefaid, in Form aforefaid being, afterwards, to wit, the----Day of ---in the feventh Year of our faid Lord the King aforefaid, at *Iffington* in the faid County of *Middlefex*, the aforefaid *R. M.* then being the Marshal of the Marshalsea of the Lord the King, before the King himfelf, in Form aforefaid, well knowing the Premiffes aforefaid, and the Duty of his Office little regading, but contriving and maliciously intending him the faid *William Lewis* to caufe him wholly to lofe the Debt and Damages aforefaid, fuffered the aforefaid *John* then and there to go at large, wherefoever he pleased, out of his Custody, and out of the faid Execution, againft the Will, and without the Consent or Notice of the faid *William*, (the Debt and Damages aforefaid to the faid *William* not in the leaft fatisfied); whereby an Action accrued to the faid *William*, to receive and have from the faid *R. M.* the aforefaid Two hundred and five Pounds for his Debt and Damages aforefaid. Yet the faid *R. M.* altho' often requested, the faid Two hundred and five Pounds to the faid *William* hath not rendered, but the fame to him hitherto to render he hath altogether refused, and ftill doth refuse, to the Damage of the faid *William* three Hundred Pounds; and therefore he brings his Suit.

Pleas and Issues in DEBT.

That he owes nothing.

AND the aforesaid C. by J. G. his Attorney, comes and defends the Force and Injury when and where the Court shall take the same into Consideration, and saith, that he doth not owe unto the aforesaid A. the aforesaid twenty Pounds, nor any other Sum of Money, in the Manner and Form in which the aforesaid A. above against him hath declared, and of this he puts himself upon the Country; and the aforesaid A. thereof likewise; therefore the Sheriff is commanded, that he cause to come here, from the Day of St. *Michael* in three weeks, twelve free and lawful Men of the Body of this County, by whom the Truth of the Matter will be the better known, and who are neither of Kin to the aforesaid A. nor to the aforesaid C. to recognize a Verdict between the said Parties, because as well the said A. as the said C. have put themselves upon the said Jury.

An.

Another.

*A*ND now at this Day, to wit, *Wednesday* next after three Weeks of Saint *Michael*, in the same Term, till which Day the aforesaid *C.* had Liberty to imparle, and then to answer, and so forth, before the Lord the King, at *Westminster*, came as well the said *A.* by his Attorney aforesaid, as the said *C.* by *T. H.* his Attorney, and the said *C.* defends the Force and Injury, &c. (*the same as in the Common Pleas, to*) and the aforesaid *A.* likewise; therefore let a Jury come before the Lord the King at *Westminster*, on *Wednesday* next after-----and who are neither of Kin to the aforesaid *A.* or to the aforesaid *C.* between whom the Matter in Dispute is, because as well the aforesaid *A.* as the aforesaid *C.* have put themselves upon the said Jury, the same Day is given to the Parties there, and so forth.

That it is not his Deed to a Bond.

*A*ND, &c.-----And saith, that he ought not to be charged with the said Debt, by Virtue of the Writing aforesaid, because he saith, that the Writing aforesaid is not his Deed; and of this puts himself upon the Country, &c. *as before.*

The

The same by an Executor.

-----And saith, that the Writing aforesaid is not the Deed of the aforesaid *E. F.* the Testator, and of this, *&c. as before.*

The same to a Bill.

-----And saith, that he ought not to be charged with the said Debt, by Virtue of the Bill aforesaid, because he saith, that the said Bill is not his Writing; and of this, *&c. as before.*

The like of an Indenture, changing the Words *Bill* for *Indenture.*

The same Forms in the Kings Bench as in the Common Pleas.

That he does not detain..

-----And saith, that he doth not detain from the aforesaid *A.* the aforesaid thirty Pounds, or any Sum of Money thereof, in the Manner and Form in which the said *A.* above against him complains; and of this, *&c. as before.*

That

That he does not owe nor detain.

-----And saith, that he doth not owe to the
aforesaid *A.* the aforesaid ten Pounds, nor any
Penny thereof, in Manner and Form in which
the aforesaid *A.* above against him hath declared,
nor doth he detain from him the said *A.* the
Horse in Manner and Form in which the afore-
said *A.* above against him hath declared; and
of this puts himself upon the Country, &c. *as*
before.

The Forms of both these Pleas are the same
in the King's Bench.

That he did not demise in Debt for Rent.

-----And saith. that the aforesaid *A.* ought
not to have his Action aforesaid against him,
because he saith that the aforesaid *A.* hath not
demised to the said *C.* the Tenements aforesaid,
with the Appurtenances, as the aforesaid *A.* a-
bove, against him hath declared; and of this,
&c. *as before.*

The

The same.

----And saith, that the aforesaid *A.* hath not demised to the aforesaid *C.* the Messuage or Tenement aforesaid, and the rest of the Premises, with the Appurtenances in Manner and Form as the aforesaid *A.* above against him complains; and of this, &c. *as before.*

That he paid the Money at the Day, to a Bill penal.

AND, &c.-----ought not to have his Action-----because he saith, that he paid to the aforesaid *A.* upon the aforesaid-----Day of-----the aforesaid twenty Pounds, which he on the same Day ought to have paid, according to the Form and Effect of the aforesaid Bill, to wit, at-----aforesaid. And this he is ready to verify; wherefore he prays Judgment, whether the aforesaid *A.* ought to have his Action thereof against him, and so forth.

Repli-

Replication.

AND the aforesaid *A.* saith, that he, by any thing by the aforesaid *C.* above in pleading alledged, ought not to be precluded from having his Action aforesaid against him, because he saith, that the aforesaid *C.* hath not paid to him the aforesaid twenty Pounds, as the said *C.* hath above alledged; and this he prays may be inquired of by the Country, &c. *as before.*

The same Form in the King's Bench, only with this Variation in the Plea, *and prays Judgment whether the aforesaid A. ought to have or maintain his Action aforesaid thereof against him.*

Conditions performed to a Bond.

AND, &c. And craves Oyer of the said Obligation, and it is read to him; and he likewise craves Oyer of the Condition of the said Obligation, which is read to him in these Words to wit, The Condition, &c. *(here insert the Condition)* which being read and heard, the said *C.* saith, that he the said *A.* ought not to have or maintain his Action aforesaid against him the said *C.* be-

C. because he saith, that he the said C. at and upon the said-----Day of-----mentioned in the said Condition paid to the said A. the aforesaid Sum of---in the Condition aforesaid specified, according to the Form and Effect of the said Condition; and this, &c. wherefore, &c.

Replication.

-----Ought not to be precluded-----because he saith, that the aforesaid C. upon the said-----Day of-----abovementioned, did not pay unto the said A. the aforesaid Sum of-----in the Condition aforesaid specified, according to the Form and Effect of the said Condition, and this, &c. therefore let, &c.

Tender of the Money on Band.

AND, &c.-----prays Oyer, &c.-----which being read and heard, the said C. saith, that the aforesaid A. ought not to have his Action aforesaid against him, because he saith, that he was present at the said-----Day of-----and then tendred himself to pay to the aforesaid A. the aforesaid Sum of-----which to him the said C. was on that Day to have paid, according to the Form and Effect of the said Condition, to wit, at-----aforesaid and that neither the aforesaid A.
nor

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nor any other Person for the said *A.* were then and there ready to receive of and from the said *C.* the aforesaid Sum of-----and the said *C.* further saith, that he always from the said-----Day of-----hitherto hath been ready, and still is ready to pay to the aforesaid *A.* the Sum of-----and brings the same into Court ready to be paid to the aforesaid *A.* And this he is ready, &c. wherefore, &c.

Replication.

-----Ought not to be procluded-----because he saith, that the aforesaid *C.* was not ready on the said-----Day of-----nor did he render himself to pay to him the aforesaid *A.* or any other Person on his Behalf the aforesaid Sum of-----as the aforesaid *C.* hath above in pleading alledged, and of this, &c. therefore, &c.

That be appeared at the Day to a Sheriff's Bond.

AND, &c.-----prays Oyer &c.-----which being read, &c.-----ought not to have his Action, &c.-----because he saith, that he the said *C.* hath appeared before the Justices of the Lord the King here, to wit, at *Wesiminister*, from the Day of *St. Michael* in three Weeks, to answer to the aforesaid *A. B.* of the aforesaid Plea, according to the
Form

Form and Effect of the Condition aforesaid, which said Appearance of him the said C. in the said Court of the Lord the King here, was then recorded, as by the Record thereof in the said Court being more fully appears; and this, &c. wherefore, &c.

Replication.

---Ought not to be precluded---because he saith, that there is not any Record of the Appearance of the aforesaid C. before the said Justices of the Lord the King here, to wit, at *Westminster*, from the Day of St. *Michael* in three Weeks, remaining here in the said Court, as he the said C. hath above alledged, and this he is ready to verify; wherefore he prays Judgment and his Debt, together with his Damages, occasioned by detaining the said Debt, to be adjudged to him.

Repli-

Rejoinder.

AND the said C. as before saith, that there is such Record of the Appearance of him the said C. remaining before the said Justices of the said Lord the King, as he hath above allegedd; and the said C. prays, that the said Record may be seen and inspected by the said Justices here; and because the said Record is not now ready here in Court, the said C. is commanded that he find out, and have the same here in eight Days of St. Hillary; the same Day is given to the Parties here, and so forth.

The same in the King's Bench, with this Variation only, instead of the Words at the End of the *Rejoinder* (and because the said Record, &c. to the End) insert *therefore the said C. is commanded, that he have here on Wednesday next, after eight Days of St. Hillary, the said Record at his Peril, and so forth.*

By Hardships.

AND, &c.---and saith, that he ought not to be charged with the said Debt by Virtue of the said Writing, because he saith, that he, at the Time of making the said Writing, was imprisoned

prisoned by the said *A.* and others, by their Contrivance, to wit, at *P.* in the said County, and was there detained in Prison, until he the said *C.* by Force and Hardship of the said Imprisonment, made, sealed, and as his Deed delivered to the said *A.* the Writing aforesaid: Add this, &c. wherefore he prays Judgment if he ought to be charged with the said Debt by Virtue of the said Writing, and so forth.

Replication.

---Ought not to be precluded---because he saith, that the aforesaid *C.* at the Time of making the Writing aforesaid, was of his own Right at large, and without any Prison, and made, sealed, and as his Deed delivered to the same *A.* the said Writing of his own free Will and Accord, and not by Force and Hardship of Imprisonment, as the aforesaid *C.* above in pleading hath alledged: And this he prays, &c. and the aforesaid *C.* likewise; therefore, &c.

By Treas.

AND, &c.---ought not to have his Action
 -----because he saith, that the aforesaid *A.* at
 the Time of making the said Writing Obligatory
 at *E.* aforesaid, made such and so many Threats
 to

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to the said C. of his Life, and of maiming him, unless he should then make and seal the said Writing to the aforesaid A. that the said C. out of Fear of the said Threats, then and there made the said Writing: And this, &c. wherefore, &c.

Replication.

-----Ought not to be precluded-----because he saith, that the aforesaid C. at the Time of making the Writing aforesaid, was of his own Right at large, and then and there made the said Writing to the said A. of his own free Will and Accord, and not out of any Fear of Threats, as the aforesaid C. above in pleading hath alledged; And this, &c.

The Forms of both the preceding Pleas are the same in King's Bench.

That he is not damnified, to a Counter-Bond.

AND, &c.-----pays Oyers, &c.-----which being read and heard, the said C. saith, that the said A. ought not to have his Action aforesaid thereof against him, because he saith, that the said A. after the making the Writing aforesaid, and before the Day of suing out the Original Writ of the said A. hath not been damnified,
H for

for or concerning the aforementioned Writing Obligatory in the Condition aforesaid specified, in which the aforesaid *A.* together with the aforesaid *C.* were jointly and severally bound to the aforesaid *S. T.* And this, &c. wherefore, &c.

Replication.

---Ought not to be precluded---because he saith, that the aforesaid *C.* upon the said---Day of---in the Condition aforesaid specified, hath not paid to the aforesaid *S. T.* the aforesaid Sum of---in that Condition likewise specified, which to the said *S.* upon that Day he ought to have paid; whereby the said Writing Obligatory so as aforesaid made, and sealed by them the said *A.* and *C.* for the Payment of the aforesaid Sum of---became forfeited; upon which the aforesaid *A.* to avoid Suits at Law, and Perils and Incumbrances, which might have happened to the said *A.* and his Estate, by reason of the not paying the said Sum of---according to the Form and Effect of the said Condition, the said Sum of----- afterwards, to wit, the---Day of---in the Year of our Lord---at---aforesaid, he paid to the said *S.* in full Satisfaction of the said Writing Obligatory, and of the Sum of---in the said Obligation aforesaid mentioned: And so the said *A.* saith he is damnified by reason of the Writing Obligatory---against the Form and Effect of the Condition above specified: And this he is ready to verify; wherefore he prays Judgment and
his

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his Debt aforesaid, together with his Damages occasioned by detaining the said Debt, to be adjudged to him.

Rejoinder.

AND the aforesaid C. saith, that the aforesaid A. hath not on the aforesaid----Day of---- in the Year aforesaid, paid to the said S. T. the said Sum of----in Manner and Form as the aforesaid A. hath alledged: And of this he puts himself upon the Country; and, &c. therefore, &c.

Plea to an Arbitration Bond, that no Award was made.

AND, &c.--and prays Oyer of the said Writing Obligatory in the Declaration above specified, and the same is read to him; and he prays also Oyer of the Condition of the said Obligation, and the same is read to him in these Words, to wit, (*here insert the Condition of the Bond of Arbitration*) which being read and heard, he the said C. saith, that the aforesaid A. ought not to have or maintain his Action aforesaid against him, because he saith, that at any Time before the making of the said Writing Obligatory, and within the Time in the said Condition limited in that Behalf, he the said W. H. the Arbitrator

bitrator therein named, did not make any Award of or concerning the Premisses in the said Condition specified between the said *C.* and *A.* according to the Form and Effect of the said Condition: And this he is ready to verify; wherefore he prays Judgment if the aforesaid *A.* ought to have or maintain his said Action thereof against him.

Replication, that an Award was made.

---Ought not to be precluded---because he saith, That after making the said Writing Obligatory aforesaid, and before the said --- Day of --- in the said Condition above specified, to wit, on the---Day of---in Year of our Lord One thousand seven hundred and thirty-two, at---aforesaid, he the said *W. H.* the Arbitrator named in the said Condition, taking upon himself the Burthen of the said Arbitrament of and concerning the said Premisses in the said Condition above specified, made his certain Award of and concerning the said Premisses, in Writing under his Hand and Seal, bearing Date the same Day and Year last above-mentioned; by which said Award, he the said *W. H.* awards that: (*here insert the Award*) And the said *A.* protesting, that the said *C.* hath not performed any thing whatsoever in the said Premisses, mentioned in the said Award on his Part to be performed, in fact saith, That he the said *C.* within two Months after the making of the said Award, hath not paid to the aforesaid *A.* the aforesaid Sum of
fifty

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fifty Pounds due to him as aforesaid, according to the Form and Effect of the said Award: And this he is ready to verify; wherefore prays Judgment, and that the Debt aforesaid, together with his Damages, occasioned by the Detention of that Debt, may be adjudged to him.

Rejoinder, that the Defendant paid the Money.

AND the said C. saith, that after making the said Award, he paid to the said A. the Sum of fifty Pounds, within the two Months mentioned in the said Award, to wit, on the--Day of--in the Year of our Lord One thousand seven hundred and thirty-two, at---aforesaid: And this he prays may be inquired by the Country: And, &c. as before.

Declarations in COVENANT.

Declaration against an Executor of an Assignee of the first Lessee, at the Suit of the Assignee of the first Lessor, for not leaving the demised Premises in Repair.

Devonshire, **T**HOMAS W. late of H. in
to wit. the County aforesaid, Yeoman,
Executor of the last Will and Testament of Anne
W. Widow deceased, (formerly called Anne L.)
Assignee of John L. her late Father deceased,
was summoned to answer Francis D. Esq; Assign-
nee of Thomas D. Esq; deceased, of a Plea, that
he keep with the said Francis D. the Covenant
made between the said Thomas D. in his Life-
time, and the said John L. in his Life-time, ac-
cording to the Form and Effect of certain In-
dentures made between them in that Behalf:
And whereupon the said Francis D. by H. G.
his Attorney, says, That whereas William D.
Esq; Brother of Francis D. Esq; Grandfather of
the said Francis D. the now Plaintiff, was in his
Life-time seized in his Demesne as of Fee, of
and in a Cottage and Parcel of Land called
Be-

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Bowwoods, containing by Estimation twenty Acres or thereabouts, with the Appurtenances within the Parish and Manor of *Broadbembury*, otherwise *Broadbenbury*, in the County aforesaid; and he the said *William D.* being so seized thereof the eighth Day of *February*, in the eighteenth Year of the Reign of the Lord *Charles* the Second, late King of *England*, at the said Parish of *Broadbenbury*, did lease the same to the said *John L.* Father of the said *Anne L.* to hold to the said *John L.* from thenceforth, for and during the Term of ninety-nine Years, fully to be compleat and ended, if he the said *John L.* and *Richard L.* and *Gawin L.* his Son, or any of them should so long live; by Virtue of which Lease, the said *John L.* entred into the Tenements aforesaid, and was possessed thereof; and the said *William D.* was seized of the Reversion thereof in his Demesne as of Fee; and the said *John L.* being so possessed of the Tenements aforesaid, and the said *William D.* being so seized of the Reversion thereof as aforesaid, he the said *William D.* afterwards, to wit, the twentieth Day of *January*, in the nineteenth Year of the Reign of the said late King, at the Parish of *Broadbenbury* otherwise *Broadbenbury* aforesaid died so seized of the Reversion aforesaid, after whose Death the Reversion aforesaid descended to the said *Francis D.* the Grandfather of the said *Francis D.* the now Plaintiff, as Brother and Heir of the said *William D.* whereby the said *Francis* the Grandfather was seized in his Demesne as of Fee, of the Reversion as aforesaid, and he being so seized of the said Reversion as aforesaid, a Fine was levied in the Court of

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Common Bench of the said late King *Charles* the Second at *Westminster*, three Weeks from *Michaelmas* Day, in the twenty-second Year of his Reign, before *J. V. T. T. J. A.* and *W. W.* Justices, and other faithful Subjects of the said late King then present there, between *Daniel M. Gent.* and *Gilbert Y. Gent.* Complainers, and the said *Francis D.* the Grandfather, and *Thomas M. Esq;* and *Florence* his Wife, and *Thomas D.* eldest Son of the said *Francis D.* the Grandfather, Deforceants, of the Reversion aforesaid, (amongst other Things) by the Names of the Manors of *Broadbembury* otherwise *Broadbenbury*, *Wolneston* otherwise *Woolston*, otherwise *Woolverston*, otherwise *Woolmerston-Combe*, *Rawleigh* otherwise *Combe-Coffin*, *Kyton* otherwise *Keeton*, with the Appurtenances, and one hundred and eighty Messuages, twenty Cottages, four Mills, one Dovecote, one hundred and twenty-eight Gardens, one hundred and twenty two Orchards, two thousand two hundred Acres of Land, four hundred seventy four Acres of Meadow, one thousand three hundred and eighty Acres of Pasture, four hundred and sixty Acres of Wood, one thousand four hundred and twenty Acres of Furze and Heath, seven hundred Acres of Moor, two hundred Acres of Marsh, and also the Moiety of sixteen Acres of Land, eight Acres of Meadow, and eight Acres of Pasture, with the Appurtenances in *Broadbembury* otherwise *Broadbenbury*, *Wolneston* otherwise *Woolston*, otherwise *Wolverston*, otherwise *Woolmerston*, *Awlescombe*, *Paybembury* otherwise *Paybembury*, *Dunkefswell*, *Sheldon* otherwise *Sbottledon-combe*, *Rawleigh* otherwise *Cambe-Coffin*, *Norisbeigh-Hayes* otherwise *Norisbeigh-Hayes*,

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ishayes, Upcott otherwise *Nether-Upcott, Yercombe, Kyton* otherwise *Keetan, Holcombe* and *Holcombe-Rogus*; and also Common of Pasture for all Cattle in *Hembury-Combe, Hembury-Down, Hembury-Ford-Down, Broadhembury-combe, Rawleigh* otherwise *Combe-coffin, Alscombe, and Yarcombe*, and Pasture for forty Sheep in *Combrawley-Down*, and the Advowson of the Church of *Combe-Rawleigh*; whereupon a Plea of Covenant was summoned between them in the same Court, to wit, that the said *Francis D.* the Grandfather, *Thomas M.* and *Florence*, and *Thomas D.* did acknowledge the said Manors, Tenements, Moieity, Common of Pasture, and Pasture, with the Appurtenances, and the Advowson aforesaid, to be the Right of the said *Daniel M.* as those which the said *Daniel* and *Gilbert Y.* had of the Gift of the said *Francis D.* the Grandfather, *Thomas M.* and *Florence*, and *Thomas D.* and they did remise the same and Quit-claim from them the said *Francis D.* the Grandfather, *Thomas M.* and *Florence*, and *Thomas D.* their Heirs, to the said *Daniel* and *Gilbert*, and the Heirs of the said *Daniel* and *Gilbert* for ever, as by the said Fine remaining of Record in the Court of Common Bench of our present Sovereign Lord King *George* the Second, at *Westminster*, in the said County of *Middlesex*, doth more fully appear; which said Fine so as aforesaid levied, as to the said Manor of *Broadhembury*, otherwise *Broadbenbury*, contained in the said Fine, (except the Capital Messuage *Barton Farm*, and Demesnes of *Broadhembury*, otherwise called *Broadbenbury-Grange*, with the Appurtenances, and Mills called *Frog Mills*, in the same Parish, and a Mes-

suage and Tenement called *Hangers*, in the
 same Parish) was had and levied to the Use of
 the said *Francis D.* the Grandfather, for and
 during the Term of his natural Life, without
 Impeachment of Waste; and after the Determi-
 nation of that Estate, to the Use and Behoof of
Peter P. of *N.* Son and Heir Apparent of Sir
Peter P. Bart. *Jahn F.* of *F. D.* *William B.* of *S.*
 and *Henry F.* of *B.* in the County of *D.* Esqs;
 and their Heirs, during the natural Life of the
 said *Francis D.* the Grandfather, under the
 Trust, and for the Intent herein after-mention-
 ed; and immediately after the Death of the said
Francis D. the Grandfather, to the Use and Be-
 hoof of the said *Thomas D.* during his natural
 Life, and after the Determination of that Estate,
 to the Use and Behoof of the said *Peter P.* *Jahn*
P. *William B.* and *Henry F.* and their Heirs dur-
 ing the Life of the said *Thomas D.* under the
 Trust, and for the Intent herein after-mention-
 ed; and immediately after the Death of the said
Thomas D. to the Use and Behoof of the first
 Son of the Body of the said *Thomas D.* upon the
 Body of *Margaret*, the Wife of the said *Thomas*
D. begotten, or to be begotten, and the Heirs
 Males of the Body of such first Son lawfully to
 be begotten; and for want of such to the Use
 and Behoof of the second Son of the Body of
 the said *Thomas D.* upon the Body of the said
Margaret begotten or to be begotten, and the
 Heirs Males of the Body of such second Son
 lawfully to be begotten; and for Default of such
 Issue, to the Use and Behoof of the third, fourth,
 fifth, sixth, and all and every other Son and
 Sons of the said *Thomas D.* upon the Body of
 the

the said *Margaret* lawfully to be begotten, successively, and in Remainder one after another, according to their Respective Age, the Elder of such Son and Sons, and the Heirs Males of his Body, always to be preferred before the Younger of such Son and Sons, and the Heirs Males of his Body; and for want of such Issue, Remainder to the first Son of the Body of the said *Thomas D.* upon the Body of any Woman, which after the Death of the said *Margaret* he should take to Wife, lawfully to be begotten, and the Heirs Males of the Body of such First-born Son lawfully to be begotten; and for want of such Issue, to the Use of the second, third, fourth, fifth, sixth, and all and every other Son and Sons of the Body of the said *Thomas D.* upon the Body of such his Wife lawfully to be begotten; and the several and respective Heirs Males of the several and respective Bodies of every such Son lawfully to be begotten, successively, and in Remainder one after another, according to their respective Ages, the Elder of such Son and Sons, and the Heirs Males of his Body, always to be preferred before the Younger of such Son and Sons, and the Heirs Males of his Body; and for want of such Issue, to the Use and Behoof of *Francis D.* second Son of the said *Francis D.* the Grandfather, for the Term of his natural Life, without Impeachment of Waste, the Remainder thereof to the said *Peter P. John F. William B. and Henry F.* and their Heirs, during the Life of the said *Francis D.* the Son, upon the Trust and Confidence nevertheless herein after mentioned and expressed, and from and after the Decease of the said *Francis D.* the Son, then to the Use and Behoof

Behoof of the first Son of the Body of the said *Francis D.* the Son lawfully begotten, or to be begotten, and the Heirs Males of the Body of such first Son lawfully to be begotten; and for want of such Issue, to the Use and Behoof of the second Son of the Body of the said *Francis D.* the Son, lawfully begotten, or to be begotten, and the Heirs Males of the Body of such second Son lawfully to be begotten; and for want of such Issue, to the Use and Behoof of the third, fourth, fifth, sixth, and all and every other Son and Sons, of the Body of the said *Francis D.* the Son lawfully begotten, or to be begotten; and the several and respective Bodies of every such Son lawfully to be begotten, successively, and in Remainder one after another, according to their respective Ages; the Elder of such Son or Sons, and the Heirs Males of his Body, always to be preferred before the Younger of such Son and Sons, and the Heirs Males of his Body; and for want of such Issue, to the Use and Behoof of *Edward D.* the third Son of the said *Francis D.* the Grandfather, for the Term of his natural Life, without Impeachment of Waste, Remainder thereof to the said *Peter P. John F. William B. and Henry F.* and their Heirs for and during the natural Life of the said *Edward D.* upon the Trust and Confidence herein after mentioned; and from and after the Decease of the said *Edward D.* then to the Use and Behoof of the first Son of the Body of the said *Edward D.* lawfully begotten, or to be begotten, and the Heirs Males of such first Son lawfully to be begotten; and for want of such Issue, to the Use and Behoof of the second Son of the Body of the said *Edward D.*

law-

lawfully to be begotten; and for want of such Issue, to the Use and Behoof of the third, fourth, fifth, sixth, and all and every other Son and Sons, of the Body of the said *Edward D.* lawfully begotten or to be begotten, and of the several and respective Heirs Males of the several and respective Bodies of every such Son lawfully to be begotten, successively, and in Remainder one after another, according to their respective Ages; the Elder of such Son and Sons, and the Heirs Males of his Body, always to be preferred before the Younger of such Son and Sons, and the Heirs Males of his Body; and for want of such Issue, Remainder thereof to the Use and Behoof of the right Heirs of the said *Francis D.* the Grandfather for ever; which said several and respective Estates above limited to the said *Peter P. John F. William B.* and *Henry F.* for and during the several and respective Lives of the said *Francis D.* the Grandfather, *Thomas D. Francis D.* and *Edward D.* the Sons of the said *Francis D.* the Grandfather, of and in the Premises, were limited in Trust, for preserving the contingent Remainders above limited, to the Sons of the said *Thomas D. Francis D.* and *Edward D.* (Sons of the said *Francis D.* the Grandfather) and the Heirs Males of the Bodies of such Sons; and to the Intent that the said *Peter P. John F. William B.* and *Henry F.* and the Survivor of them, and his Heirs should make Entries into the Premises limited to them as aforesaid, or any Part thereof, when and so often as Occasion should require, in order to preserve the Remainder aforesaid; and with this Intent, nevertheless, that the said *Peter P. John F. William B.* and *Henry F.* and every
and

and either of them, and his Heirs should not take, retain, or keep the possession, Rents, or other Profits of the Premises, or any Part thereof, to their, or any of their own Use or Benefit except only such necessary and reasonable Costs and Charges, as they, or any of them, should be put unto, by Reason of the Trusts aforesaid above limited and appointed to them, but the same should go on, be wholly to' the Use and Benefit, and Behoof of such Person or Persons respectively, whose contingent Remainder or Remainders should be preserved by such Entry or Entries; and that the aforesaid Fine was also levied to these further Uses following (that is to say) that it should and might be lawful for the said *Francis D.* the Grandfather at any Time or Times, during the Term of his natural Life, and after his Decease, for the said *Thomas D.* at any Time during his natural Life, and after his Decease, for the said *Francis D.* the Son, at any Time during his natural Life and after his Decease, for the said *Edward D.* at any Time during his natural Life, severally and respectively, and for their several and respective Heirs Males of their respective Bodies begotten, being seized, and in Possession for Life, or in Fee Tail, respectively, of the Premises, to make any Lease or Leases of the said Manor of *Broadbembury*, otherwise *Broadbenbury*, and other the Premises in the Parish of *Broadbembury*, otherwise *Broadbenbury* aforesaid, or of any Part or Parcel thereof respectively limited them (except the aforesaid capital Messuage, Demesnes and Grange of *Broadbembury*, otherwise *Broadbenbury* aforesaid, and the said Tenement called *Hungers*, and the said Mills

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Mills and Mill-houses called *Frogg-Mill* or *Mills*) to any Person or Persons for the Term of one, two, three or four Life or Lives, or for any Term or Number of Years determinable upon one, two, three or four Life or Lives, not exceeding four Lives in Being at one Time, and not otherwise; and so that upon every such Lease and Leases, the antient and accustomed Rent or more should be reserved to continue due and payable, during the Continuance of every such Lease and Leases, to such Person or Persons, to whom the immediate Reversion or Remainder of the Premises so to be leased should appertain; and that the aforesaid Fine, and the said *Daniel M.* and *Gilbert Y.* the Cognizees in the said Fine, and their Heirs, should stand and be seized to the Uses of the several Lessees, in such Leases, and their Assigns, according to such Leases so to be made, and of the Rents and Reservations in such Leases, to the Uses of such Person and Persons, and for such Estate and Estates as are above limited and declared of the Lands and Tenements aforesaid so to be leased; by Virtue of which said Fine, and by Force of the Statute for transferring of Uses into Possession, the said *Francis D.* the Grandfather was seized of the aforesaid Manor of *Broadbenbury*, with the Appurtenances; and also of all the Tenements aforesaid, in the Parish of *Broadbenbury*, otherwise *Broadbenbury* aforesaid, contained in the aforesaid Fine (except before excepted) in his Demesne as of Freehold, and for the Term of his Life, the several other Remainders thereof over as they are above limited being expectant thereupon; and the said *Francis* the Grandfather,
being

being seized and possessed of the said Manor and Tenements, with the Appurtenances except as before excepted) and of the Reversion aforesaid, in Form aforesaid, and several other Remainders thereof over being expectant thereupon as aforesaid, the said *Francis* the Grandfather, afterwards, to wit, the twenty-fifth Day of *December*, in the Year of our Lord One thousand six hundred and seventy-five, at the aforesaid Parish of *Broadbembury*, otherwise *Broadbenbury*, died seized of such his Estate thereof, after whose Death the said *Thomas D.* entered into the aforesaid Manor of *Broadbembury*, otherwise *Broadbenbury*, and other the Premises in the Parish of *Broadbembury*, otherwise *Broadbenbury* aforesaid, (except before excepted) with the Appurtenances as in his aforesaid Remainder thereof, and was seized thereof in his Demesne as of Freehold, and of the Reversion aforesaid as of Freehold, for the Term of his Life, the several other Remainders over being expectant thereupon, as they are above limited; and the said *Thomas D.* being so seized thereof, afterwards, to wit, the twentieth Day of *November*, in the Year of our Lord One thousand six hundred and ninety-nine at the aforesaid Parish of *Broadbembury*, other *Broadbenbury*, by an Indenture made between him the said *Thomas D.* of the one Part, and the said *John L.* of the other Part, one Part of which said Indenture, under the Seal of the said *John L.* the said *Francis D.* the now Plaintiff, brings here into Court, bearing Date the same Day and Year, did Demise, Lease, and to Farm Let, unto the said *John L.* his Executors, and Administrators, the said Cottage and Parcel of Land called *Bowwoods*,
with

with the Appurtenances, by the Names of all that Tenement or Cottage; and one Parcel of Barton Land called *Bowwoods*, situate within the said Parsh and Manor of *Broadbembury*, which contains twenty Acres of Land or thereabouts, with Common of Pasture upon *Hember-Combe*, *Hembury-Cown*, and *Collaton-Moor*, to have and to hold to the said *John L.* his Executors, Administrators and Assigns, for ninety-nine Years, if the said *Anne W.* then called *Anne L.* Daughter of the said *John L.* should so long live; which said Term should commence immediately after the Deaths of the said *John L.* *Richard L.* and *Gawin L.* yielding and paying the yearly Rent of eighteen Shillings, and also two Pence for Wood-rent; and also yielding and paying upon the Death of the said *Anne L.* and every other Person or Persons dying Tenant or Tenants in Possession of the Premises, her or their best Beast in the Name of a Heriot, or three Pounds in Money, at the Election of the said *Thomas D.* his Heirs and Assigns; and also doing Suit and Service to all the Courts of the said *Thomas D.* his Heirs and Assigns within the said Manor; and also grinding at the Mills of the said *Thomas D.* within the said Manor; and also finding and providing an able Man to work three several Days upon the Barton and Lands of the said *Thomas D.* his Heirs and Assigns, called the *Grange* in Harvest Time; and the said *John L.* did Covenant with the said *Thomas D.* by the same Indenture of Lease, that he the said *John L.* his Executors, Administrators and Assigns should and would from Time to time, and at all Times after the Commencement of the said Term,

and

and during the Continuance of the same, well and sufficiently repair, uphold, sustain and maintain all and singular the said demised Premises, with the Appurtenances, in and with all needful and necessary Reparations whatsoever, when and as often as need should require; having and taking from Time to Time, and at all Times after the Commencement of the said Term, for and towards the Reparation thereof, sufficient great Timber for House-Boot, Plough-Boot Fire-Boot Gate-Boot, and other Necessaries, in and upon the said demised Premises growing, or thereafter to grow, without Delivery or Denial, as by the said last mentioned Indenture does more fully appear; by Virtue of which Lease, the said *John L.* was possessed of the Interest of the last mentioned Term; and the said *John L.* being so possessed of the Interest of the same Term, and the said *Thomas D.* being seized of the Reversion aforesaid, he the said *Thomas* afterwards, to wit, the tenth Day of *August*, in the Year of our Lord One thousand seven hundred and seven, at the Parish of *Broadbembury*, otherwise *Broadbenbury* aforesaid, died seized of the said Reversion of the aforesaid Tenements above demised by the said *William D.* to the said *John L.* without Issue Male of his Body; after whose Death the said *Francis D.* the second Son of the said *Francis D.* the Grandfather, was seized in his Demesne as of Freehold, for the Term of his Life, of the said Reversion of the Tenements aforesaid, demised by the said *William D.* to the said *John L.* as in his Remainder thereof, the several other Remainders thereof over being expectant thereupon, as they are
above

above limited : And the said *Francis D.* the second Son of the said *Francis D.* the Grandfather, being so seized of the said Reversion, afterwards, to wit, the twentieth Day of *March*, in the Year of our Lord One thousand seven hundred and ten, at *Broadbembury*, otherwise *Broadbenbury* aforesaid, died seized of such his Estate of and in the Reversion aforesaid, without Issue Male of his Body ; after whose Death the said *Edward D.* the third Son of the said *Francis D.* the Grandfather, was seized of and in the Reversion aforesaid, with the Appurtenances in his Demesne as of Freehold, for the Term of his Life, as in his Remainder thereof, the several other Remainders thereof over being expectant thereon, as they are above limited : And the said *Edward* being so seized of the Reversion aforesaid, afterwards, to wit, the eighteenth Day of *December*, in the Year of our Lord One thousand seven hundred and twelve, at the Parish of *Broadbembury*, otherwise *Broadbenbury* aforesaid, died so seized of such his Estate of and in the said Reversion, with the Appurtenances, leaving the said *Francis D.* the now Plaintiff his eldest Son and Heir, after whose Death the said *Francis D.* the now Plaintiff, was seized of the Reversion aforesaid, with the Appurtenances, as in his Remainder thereof in his Demesne as of Fee-Tail, to wit, to him and the Heirs Males of his Body, and so continued seized thereof, till the Determination of the aforesaid Term granted by the said *William D.* to the said *John L.* as aforesaid ; and after the Determination of that Term, and the Commencement of the aforesaid Term, granted by the said *Thomas D.* to the said *John L.* as aforesaid,

said, and until the End of the same Term, he the
 said *Francis D.* the now Plaintiff, was seized of
 the Reversion aforesaid, with the Appurtenances
 as in his Remainder thereof, in his Demesne as
 of Fee Tail aforesaid, and so continued seized
 thereof, till the Determination of the said Term
 so granted by the said *Thomas D.* to the said *John
 L.* as aforesaid : And the said *Francis D.* the now
 Plaintiff, further says, that the said *John L. Rich-
 ard L.* and *Gawyn L.* died in the Life-time of
 the said *Anne W.* to wit, the tenth Day of *Fe-
 bruary*, in the Year of our Lord One thousand
 seven hundred and twenty-nine, at the Parish of
Broadbembury, otherwise *Broadbenbury* aforesaid ;
 whereby the Term granted by the said *William D.*
 to the said *John L.* of and in the Tenements
 aforesaid leased to him as aforesaid, determin'd :
 And the said *Francis D.* the now Plaintiff further
 says, that the Estate, Term and Interest of the
 said *John L.* of and in the Tenements aforesaid,
 granted by the said *Thomas D.* to the said *John
 L.* after the Commencement of the same Term,
 to wit, the eleventh Day of *February*, in the said
 Year of our Lord One thousand seven hundred
 and twenty-nine, at the Parish of *Broadbembury*,
 otherwise *Broadbenbury* aforesaid, lawfully came
 to the said *Anne W.* as Assignee of the said *John
 L.* her Father ; wherefore she the same Day and
 Year, entred into the Tenements aforesaid, and
 was possessed thereof ; and afterwards, to wit,
 the second Day of *September*, in the Year of our
 Lord One thousand seven hundred and thirty-
 one, at the Parish of *Broadbembury*, otherwise
Broadbenbury aforesaid, died possessed thereof ;
 whereby the said Term of ninety-nine Years, in
 the

the Tenements aforesaid, granted by the said *Thomas D.* to the said *John L.* determined: And the said *Francis D.* the now Plaintiff, further says, that after the said *Anne W.* became possessed of the said Tenements with the Appurtenances, as Assignee of the said *John L.* her Father, as aforesaid, and during such her Possession thereof, to wit, the twentieth Day of *September*, in the said Year of our Lord One thousand seven hundred and twenty-nine, a Barn, and an Outhouse called a Linny, of the Value of twenty Pounds, Parcel of the Premises demised by the said *Thomas D.* to the said *John L.* were burnt and destroyed by Fire; and the said *Anne* never rebuilt the said Barn and Outhouse, altho' she in her Life-time, after such Burning thereof, might reasonably and conveniently have built the same: And the said *Francis D.* the now Plaintiff further says, the said *Anne W.* after she became possessed of the Tenements aforesaid, with the Appurtenances, as Assignee of the said *John L.* as aforesaid, and during such her Possession thereof, to wit, the first Day of *June*, in the Year of our Lord One thousand seven hundred and thirty, and from thence until the aforesaid Time of her Death, suffered the Cottage aforesaid, and also two Outhouses commonly called Linnies, Parcel of the Premises above demised, to be, remain and continue very ruinous, and in great Decay, to wit in the Roofs, Coverings, Walls, main Timber, Floors and Foundations thereof, for want of repairing the same: And the said *Francis D.* the now Plaintiff, further says that the said *Anne W.* after she became possessed of the Tenements aforesaid, with the Appurtenances, as Assignee

signee of the said *John L.* aforesaid, and during such her Possession thereof, to wit, the first Day of *June*, in the Year of our Lord One thousand seven hundred and thirty, and from thence until the aforesaid Time of her Death, suffered twenty Perches of Hedges, and twenty Perches of Ditches, Parcel of the Premises above demised, and also twenty Gates, ten Stiles, forty Posts, forty Rails, and One hundred Pales, Parcel of the Fences of the Premises above demised, to be, remain, and continue broken down ruinous, and greatly in Decay for want of Repairing thereof, contrary to the Form and Effect of the aforesaid Indenture made by the said *Thomas D.* to the said *John L.* and so the said *Anne W.* in her Life-time, being Assignee of the said *John L.* her Father as aforesaid, and the said *Thomas W.* her Executor, after her Death, (altho' often requested) have not kept, nor either of them hath kept with the said *Francis D.* the now Plaintiff, being Assignee of the said *Thomas D.* in this Behalf, as aforesaid, the said Covenant of the said *John L.* made with the said *Thomas D.* as aforesaid, but have broken the same, and have hitherto refused, and the said *Thomas W.* still does refuse to keep the same with him; wherefore the said *Francis D.* the now Plaintiff, says, that he is prejudiced and damnified to the Value of two hundred Pounds; and thereupon he brings his Suit.

P L E A.

AND the said *Thomas W.* by *John M.* his Attorney, cometh and defendeth the Force and Injury, when, and so forth; and saith, that the said *Francis* ought not to have his said Action against him, because, as to the Breach of the said Covenant, by the said *Anne W.* above assigned in this, to wit, that a Barn and an House called a Linny, parcel of the said demised Premises, were burnt down and destroyed by Fire; and that the said *Anne* never rebuilt the same, although she, in her Life-time, after such Burning thereof, might reasonably and conveniently have built the same, he the said *Thomas* saith, that the said *Anne*, with all convenient Speed, after the said Burning, proceeded in the rebuilding of the said Barn and Linny, and had nearly finished the same at the Time of her Death, but before the rebuilding the same was compleatly finished, she the said *Anne* died, to wit, at *Broadbenbury*, otherwise *Broadbenbury* aforesaid, without that, that the said *Anne* in her Life-time, after such Burning thereof, might have conveniently built the same in Manner and Form as the said *Francis* hath above alledged; and as to the Breach of the said Covenant, by the said *Anne W.* above assigned in this, to wit, that she suffered the said Cottage and two Out-houses called Linnies, parcel of the demised Premises, to be, remain and continue ruinous and in Decay for
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want of repairing the same, the said *Thomas* saith, that the said *Anne*, from the Time she became possessed of the Tenements aforesaid as Assignee of the said *John L.* until the Time of her Death, did well and sufficiently repair, uphold, sustain and maintain the said Cottage and two Out-houses called Linnies, in and with all needful and necessary Reparations, when and as often as Need required, to wit, at *Broadbembury*, otherwise *Broadbenbury* aforesaid, without that, that the said *Anne*, after the Time she became possessed of the Tenements aforesaid as Assignee as aforesaid, did suffer the said Cottage and two Out-houses called Linnies; to be, remain and continue runious and in Decay for want of repairing the same, in Manner and Form as the said *Francis* hath above alledged: And as to the Breach of the said Covenant, by the said *Anne W.* above assigned in this, to wit, that she suffered twenty Perches of Hedges and twenty Perches of Ditches, parcel of the demised Premisses, and twenty Gates, ten Stiles, forty Posts, forty Rails, and an hundred Pales, parcel of the Fences of the demised Premisses, to be and remain, and continue broken down, runious and in Decay, for want of repairing thereof, the said *Thomas* saith, that the said *Anne*, from the Time she came possessed of the Tenements aforesaid, as Assignee as aforesaid, until the Time of her Death, did well and sufficiently repair, uphold, sustain, and maintain all the Hedges and Ditches of the demised Premisses in and with all needful and necessary Reparations, when and as often as Need required, to wit, at *Broadbembury*, otherwise *Broadbenbury* aforesaid, without that, that the said

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said *Anne*, after the Time she became possessed of the Tenements aforesaid, as Assignee aforesaid, did suffer any of the Hedges or Ditches, Parcel of the demised Premises, or any of the Gates, Stiles, Posts, Rails or Pales, Parcel of the Fences of the demised Premises, to be, remain and continue broken down, ruinous and in Decay for want of repairing thereof, in Manner and Form as the said *Francis* hath above alledged: And this he the said *Thomas* is ready to verify; wherefore he prayeth Judgment, whether the said *Francis* ought to have his said Action against him therefore.

Replication.

AND the said *Francis D.* the Plaintiff, as to the aforesaid Plea of the said *Thomas W.* as to the Breach of the Covenant aforesaid, in not rebuilding the said Barn and Out-house called a Linny, Parcel of the above demised Premises above pleaded in Bar, says that for any Thing therein alledged, he ought not to be barred of his Action aforesaid in that Behalf, because he says, that the said *Anne W.* in her Life-Time, after the Burning down of the said Barn and Linny, might reasonably and conveniently have built the same as the said *Francis D.* complains against the said *Thomas W.* in that Behalf, and this he prays may be enquired of by the Country; and the said *Thomas W.* does the like: And as to the aforesaid Plea of the said *Thomas W.* as to the

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Breach of the Covenant aforesaid, in that the said *Anne W.* suffered the said Cottage and two Out-houses called Linnies, Parcels of the said demised Premises, to be, remain and continue ruinous and in Decay, for want of repairing the same, above pleaded in Bar, the said *Francis D.* the Plaintiff, says, that for any thing before alledged in the said Plea, he ought not to be barred of his Action aforesaid in that Behalf, because he says, as before, that the said *Anne W.* after the Time she became possessed of the Tenements aforesaid, as Assignee of the said *John L.* as aforesaid, and during such her Possession thereof, did suffer the said Cottage and two Out-houses called Linnies, to be, remain and continue ruinous and in Decay, for want of repairing the same, in Manner and Form as the said *Francis* above complains against the said *Thomas W.* in that Behalf; and this he prays may be enquired of by the Country; and the said *Thomas W.* does the like; and as to the aforesaid Plea of the said *Thomas W.* as to Breach of the Covenant aforesaid, in that the said *Anne W.* suffered the said Hedges and Ditches, Parcel of the above demised Premises, and the said Gates, Stiles, Posts, Rails, and Pales, Parcel of the Fences of the above demised Premises, to be, remain and continue broken down, ruinous and in Decay, for want of repairing thereof, above pleaded in Bar, the said *Francis D.* the Plaintiff says, that for any Time before alledged in the said Plea, he ought not to be barred of his Action aforesaid in that Behalf, because he says, that the said *Anne W.* after the Time she became possessed of the Tenements aforesaid, as Assignee as aforesaid, and dur-

during such her Possession thereof, did suffer the said Hedges and Ditches, Gates, Stiles, Posts, Rails and Pales, to be, remain and continue broken down, ruinous and in Decay, for want of repairing thereof, in Manner and Form as the said *Francis D.* above complains against the said *Thomas W.* in that Behalf: And this he prays may be enquired of by the Country; and the said *Thomas W.* does the like therefore for the trying as well of this Issue, as of the several other Issues above joined between the Parties aforesaid, the Sheriff is commanded, that he cause twelve good and lawful Men of the County aforesaid to come here in three Weeks from the Day of the *Holy Trinity*, by whom the Truth of the Matter may be the better known, and who are no way a Kin either to the said *Francis D.* the Plaintiff, or to the said *Thomas W.* to make a Jury of the Country between the Parties aforesaid, of the Plea aforesaid, because as well the said *Francis D.* as the said *Thomas W.* between whom the Controversy is in this Behalf, have put themselves upon that Jury.

Declaration by a Tenant against his Landlord, for not putting the Premises in repair on the Plaintiff's entring thereon.

Somersetshire, **H.** D. complains of *R. B. Widow*, otherwise called, &c. to wit. in the Custody of the Marshal of the Marshalsea, and so forth, of a Plea of Covenants broken, for that, to wit, That whereas by a certain Indenture, made at the Parish of *Taunton Saint James* in the County aforesaid, on the fifth Day of *January* in the Year of our Lord one thousand seven hundred and twenty-four, between the said *Rachel*, by the Name of *Rachel B. of Pryorswood* within the Parish of *Taunton Saint James* in the Connty of *Somerset*, Widow, of the one part, and the said *Hopkin* by the Name of *Hopkin D. of Taunton Saint James* aforesaid; Yeoman, of the other part, the one part of which said Indenture, sealed with the Seal of the said *Rachel*, the said *Hopkin* brings here into Court, bearing Date the Day and Year aforesaid, the said *Rachel*, for and in Consideration of the yearly Rent therein after reserved, and the Covenants Conditions, Agreements in the said Indenture contained on the part of the said *Hopkin D.* his Executors, Administrators and Assigns to be paid, done and performed, did demise, grant, and to Farm let unto the said *Hopkin D.* his Executors and Assigns, all that Part of the Priory of *Taunton*, commonly called or known by the Name of the upper Priory

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ry or Town^e Priory, containing by Estimation above one Hundred Acres of Land, Meadow and Pasture (be the same more or less) being Tithe-free Land; and also all that Part of the then late erected House nigh Priory-Gate, which lies on the left Side of the Entry or Passage from the Street there unto the Court belonging to the House; and also on the left Side of the same Court; together with all Houses, Out-houses, Barns, Stables, Stalls, Court-ways, Paths, Passages, Waters, Water-Courses, Easements, Profits, Commodities, Advantages, and Appurtenances to the same Premisses only belonging, or in any wise appertaining; all which said Premisses were situate, lying and being in the Parish of *Taunton Saint James* aforesaid, and then late were in the Possession of *Thomas C.* as a Tenant to *Higb B. Esq;* then lately deceased, but then were in the Possession of her the said *Rachel B.* or *G. L.* his Executors or Assigns (except and always reserved unto the said *R. B.* her Heirs and Assigns, out of the said Demise and Grant, during the Term thereby demised out of that Part of the said new erected House thereby demised, one Room, then called and used as a Shop, and the Chamber over the said Shop, and for the sole and proper Use of the said *R. B.* her Heirs and Assigns; and also except the Use of the Brewhouse, Malt-kiln, and the Room where the Malt-Kiln then stood, and the use of the Pump, Passage, House of Office, and Court with the said *H. D.* and his Assigns; and also except to the said *R. B.* her Heirs and Assigns, all that the new Building on the Right-Hand of the said Entry or Passage, leading from the Street into the Court, and the

Thatched House in the Court at the End of the Pigstye there; and also except the said inclosed Cherry-Orchard, and the Half Acre thereunto adjoining, called *Brickfield Plot*, then late in the Possession of *W. B.* and also except Liberty for a Path or Way cross the Priory for the Miller and others having Occasion to go out on Horseback, and on Foot to and from the Mill of the said *R. B.* on the other Side of the River there, or the River there adjoining, in the same Manner as the same then was used or intended to be used; and also Liberty for the said *R. B.* her Heirs and Assigns to go with Ploughs and Horses through the Priory, from the Town to *Obridge-Mills*, by the Ways near to *Hoer-Lands*, Parcel of the said demised Premisses; and also Liberty to draw and carry Goods over the demised Premisses, from the River to the said House, and from the House to the River when Occasion; and also to draw into the said Priory Dung, and lodge it there, nigh the Wall where the Dung had been used to be lodged, and take and carry away the same; and also to dig up and carry away Stones in the said Priory; she the said *R. B.* her Heirs and Assigns, levelling the Ground where such House should be dug and taken; and also except all Trees, Hops, and Shrouds of Trees, with Liberty to take, fell, work up and carry away the same; and also Liberty to come into, and upon the said Premisses, to view, and repair the same, with free Liberty of Egress, Ingress and Regress into the before excepted Premisses; and also except two new Stables, then on the Premisses, which was agreed the said *H. D.* and his Assigns should have the moderate Use of,

of, during the Term, leaving them in Repair; and also excepting to the said *R. B.* the Profits to be received by drawing Boats on the Premises; to have and to hold the said demised Premises, except before excepted unto the said *H. D.* his Executors, Administrators and Assigns, from the twenty-fifth Day of *December* then last past, for and during the full End and Term of seven Years, from thenceforth next ensuing, and fully to be compleat and ended; yielding and paying therefore unto the said *R. B.* her Heirs and Assigns, during the said Term, the yearly Rent of One hundred and forty Pounds of lawful Money of *Great Britain*, on the twenty-fifth Day of *March*, and the twenty-fourth Day of *June*, and the twenty-ninth Day of *September*, and the twenty-fifth Day of *December*, by even and equal Portions; the first Payment thereof to be made on the twenty-fifth Day of *March* then next, and if it should happen the said Rent, or any part thereof, should be behind and unpaid by the Space of twenty Days after any or either of the said Days of Payment on which the same ought to be paid as aforesaid, being lawfully demanded, and no sufficient Distress might or could be found on the Premises for levying of the same, with the Costs and Charges thereof; that then, and so often it should and might be lawful to and for the said *R. B.* her Heirs and Assigns, into and upon all the said demised Premises with the Appurtenances, wholly to re-enter, and the same to have again, re possess and enjoy as in her and their first and former Estate, any thing in the said Indenture contained to the contrary thereof in any wise notwithstanding: And the said *H. D.* for

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himself,

himself, his Executors, Administrators and Assigns, did thereby covenant, promise and agree to and with the said *Rachel B.* her Heirs and Assigns in manner following, that is to say, that the said *H. D.* his Executors, Administrators and Assigns should and would from Time to Time, during the said Term, well and truly pay or cause to be paid unto the said *R. B.* her Heirs and Assigns the said yearly Rent or Sum of One hundred and forty Pounds of lawful Money of *Great Britain*, for the said demised Premises, by four equal Quarterly Payments as aforesaid, without any Manner of Deductions whatsoever, except as is after in the said Indenture mentioned, and would well and sufficiently feed, depasture and keep with his the said *H. D.* or his Assigns, Cattle on the said demised Premises, as well in Summer as in Winter, during the whole Term, an Horse, Nag or Mare for the Miller that should be Tenant or Miller of the said Mill of the said *R. B.* for the Time being; and further, that he the said *H. D.* his Executors, Administrators and Assigns, should not, nor would, during the said Term, till, plough or turn up any part of the said demised Premises during the said Term, other than the three Closes parcel thereof, called the Higher *Hendlands*, the Middle *Hendlands* and Lower *Hendlands*; and also the enclosed piece of Ground next adjoining to the said House, which had been lately tilled, under the Penalty of ten Pounds by the Acre every time for every Acre of the said demised Premises, other than as aforesaid, that he or they should plough, till, or turn up during the said Term, and so in Proportion for any lesser Quantity than an Acre, other than

than as aforesaid, over and besides the said yearly Rent thereby reserved; the same Penalty or Penalties to be paid to the said *R. B.* her Hefrs or Assigns, at the next Half Year's End after the same should be forfeited as aforesaid; and that he the said *H. D.* his Executors, Administrators or Assigns, should not have or take more than five Crops of Corn or Grain out of the said three Closes called *Hendland*, in the said seven Years; and that he or they should have different Crops in the said three Closes in each Year, that he or they should have any grown there, that is to say, in one of the said Closes, Wheat, in another of them Pease, and in the other of them Barley and Clover, and not two Crops of one Sort of Corn or Grain in either of the same Closes in two Years following; and in Consideration of five Crops of Corn or Grain so to be had and taken in the said Term, that he the said *H. D.* his Executors, Administrators or Assigns, should or would within the said Term well and sufficiently, and according to the best Rules of good Husbandry used in the said Parts, dress over with rotten Dung, the Lower and Higher *Hendlands*, three Times each of them, and the Middle *Hendlands* twice, allowing to each of the said Dressings either twelve Loads, or One hundred forty-four Horse Seams of such Dung as aforesaid, to each reputed Acre of the said Premises so to be dressed, and so in Proportion to any lesser Quantity thereof than an Acre; and should and would spend and eat out, on the said Premises, all such Hay as should be there grown or made, for the better Improvement of the said Premises; and in lieu of every Load of Straw that should be carried or disposed

from the Premisses, and there grown or made, should and would bring out of the Town ten Loads of good Dung, and bestow the same on the same Premisses, for the better Advantage thereof, over and besides the said Dressing above mentioned; and should and would spend and imploy on the said Premisses all such Dung, Soil and Compost as should be there made, for the better Improvement thereof: And further also that he *H. D.* his Executors, Administrators or Assigns, should and would, on the first Day of *November*, in the last Year of the said Term, deliver up unto the said *R. B.* her Heirs or Assigns, one of the said three Closes called *Hendland*, to sow Wheat in, that is to say, such one of the three as should be most proper for that purpose, and that he the said *H. D.* his Executors, Administrators or Assigns, should and would at any Time, during the said Term, well and sufficiently, and in good Husband-like Manner, make, amend and repair the Hedges, Fences, Inclosures, Gates, Bars, and Stiles of the said Premisses, and scower, dig, and cleanse the Reins, Ditches and Gutters thereof, as often as need should require, having and taking (which is by the said Indenture agreed he or they should or might have and take to his and their own Use, for and towards his and their pains thereof) the Hedge-Wood, Tops and Tops of Trees then usually shrouded, and pairing up of Maiden Trees, standing and growing in such Hedges, and should new make, and well and sufficiently new dig the Ditches thereof, and at such Times only as he should new make the same, and at the End of the Term, all the said Premisses, with the Appurtenances, without com-

committing or doing any Hurt, Waste, or Spoil on the same, with the said Ditches, Reins, Gutters, Gates, Bars, Stiles, Fences and Inclosures thereof, should and would peaceably and quietly leave and yield up unto to the said *R. B.* her Heirs or Assigns, and in the mean Time, should permit and suffer the said *R. B.* her Heirs and Assigns peaceably and quietly to use, occupy and enjoy all the said Premises before excepted out of the said Demise, without any the lawful Let or Disturbance of him the said *H. D.* or his Assigns; and the said *R. B.* for herself, her Heirs and Assigns, did, by the same Indenture, covenant, promise and grant to and with the said *H. D.* his Executors, Administrators and Assigns in manner following, that is to say, that she the said *R. B.* her Heirs and Assigns, should and would, during the said Term, pay and discharge the Pound-Tax, Church and Poor Rates in Respect of the said Premises, or otherwise allow the same out of the said yearly Rent, unto the said *H. D.* his Executors, Administrators and Assigns; and also free and discharge him or them of and from the Burthen of any Apprentice or Apprentices in Respect of the Premises during the said Term; and also should and would well and sufficiently repair the Roofs of the said demised Dwelling-house, and Out-houses thereunto belonging, during the said Term, and that he the said *H. D.* his Executors, Administrators or Assigns should or lawfully might, during the said Term, peaceably and quietly have and hold, use, occupy, possess and enjoy all the said demised Premises, with the Appurtenances, except before excepted, without any manner of Let, Molestation,

tion, Disturbance or Denial of her the said *R. B.* her Heirs or Assigns, or any other Person or Persons lawfully claiming, or to claim by, from or under her, them or any or either of them; and it was by the said Indenture agreed by and between the said Parties thereto, that if any Trespass or Trespases should be committed on the said demised Premises, or any part thereof, during the said Term, on Account of haleing Boats, or otherwise relating to the Navigation of the said River there, that the said *R. B.* her Heirs or Assigns, should or might in the Name of the said *H. D.* his Executors or Assigns, bring or contest any Action for the same, at the Costs and Charges of her the said *R. B.* her Heirs or Assigns, from Time to Time, she and they indemnifying the said *H. D.* his Executors and Assigns, from all Damages that may happen, by means of making Use of his or their Name or Names in such Action or Actions: And it was thereby further agreed, that the said *R. B.* her Heirs or Assigns, should have and receive to his and their own proper Use and Behoof, all Costs, Charges and Damages, that should or might be had, received or recovered, on Account of such Trespass, drawing of Boats, and Profits thereof; and the said *H. D.* for himself, his Executors, Administrators and Assigns, did by the said Indenture, covenant and agree to and with the said *R. B.* her Heirs and Assigns, that neither he the said *H. D.* his Executors, Administrators or Assigns, should or would at any time release, discharge, discontinue or disown any such Action or Actions, that might so happen to be brought as aforesaid, or do any Act whatsoever to hinder or obstruct Reco-

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very in such Action or Actions; and it was agreed between the said Parties to the said Indenture, that the said *R. B.* should and would put the said demised Premisses in tenantable Repair, in the Beginning of the said Term, as by the said Indenture (amongst othere Things) may more fully and at large appear: By Virtue of which said Demise, the said *H. D.* entred into the said demised Premisses, (except before excepted) and was thereof possessed for, during and until the full End and Term of seven Years, by the said Indenture demised; which said Term ended and expired on the twenty-fifth Day of *December*, in the Year of our Lord One thousand seven hundred and thirty-one; and although the said *H.* hath performed and fulfilled all Things in the said Indenture containted on his Part and Behoof so be performed and fulfilled, yet protesting the said *R.* hath not performed or fulfilled any thing in the said Indenture contained on her part to be done and performed, in Fact, the said *H.* saith, that at the Beginning of the said Term, the Hedges, Fences, Gates, Stiles, Reins, Ditches, Gutters, that is to say, five hundred Perches of Hedges, five hundred Perches of Fences, twenty Gates, twenty Bars, twenty Stiles, five hundred Perches of Reins, five hundred Perches of Ditches, five hundred Perches of Gutters, of and belonging to the said demised Premisses, were in very great Decay, for want of tenantable Reparation and Amendment, whereof the said *R.* then and there had Notice: Yet the said *R.* then, or at any other Time afterwards, did not put the said Hedges, Fences Gates, Bars, Stiles, Reins, Ditches and Gutters, or any part thereof wholly neglected

neglected and refused; whereby the said *H.* was forced and obliged to lay out a very large Sum of Money, to wit, fifty Pounds, in and about the putting the said Hedges, Fences, Gates, Bars, Stiles, Reins, Ditches and Gutters into tenantable Repair, to wit, at *Taunton Saint James* aforesaid, against the Form and Effect of the said Covenant of the said *R.* made in that Behalf as aforesaid; and the said *H.* further saith, that during the said Term of seven Years, to wit, on the first Day of *April*, in the Year of our Lord One thousand seven hundred and twenty-seven, the part of the said Messuage so demised to him as aforesaid, and one Barn, to wit, ten perches of that part of the said Messuage so demised, and ten perches of the said Barn, parcel of the said demised Premises, were uncovered; for want of covering whereof, the said *R.* afterwards, to wit, on the same Day and Year last above, at the parish of *Taunton St. James* aforesaid, had Notice, and was then and there requested by the said *H.* to repair and amend the same: Yet the said *R.* at any Time during the said Term, did not repair or amend the said premises in those particulars, but permitted the same to remain and continue in Decay, and out of a tenantable Repair, from the said first Day of *April*, until the End of the said Term; whereby divers Goods Chattels of the said *H.* to wit, one Gown and one petticoat, to the Value of ten pounds, within the Time aforesaid, being in the said Messuage, and two hundred Cart-Loads of Hay, two hundred Cart-Loads of Wheat in the Straw, two hundred Cart-Loads of Oats in the Straw, two hundred Cart-Loads of Barley in the Straw, and two hundred

dred Cart-Loads of Rye in the Straw, of the said *H.* to the Value of five hundred pounds, being in the said Barn, within the Time aforesaid, by the Rain-Water penetrating into the said Barn and Messuage, were damnified and wholly spoiled, contrary to the Form and Effect of the said Covenant of the aforesaid *R.* in that Behalf made as aforesaid; and thus the said *R.* although often requested, hath not held unto the said *H.* her aforesaid Covenant in Form aforesaid with the said *H.* made, but hath broken the same; and to hold them to him hath hitherto altogether refused, and still doth refuse, to the Damage of the said *H. D.* two hundred pounds; and thereupon he brings his Suit.

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Declaration for Non-payment of Rent pursuant to the Lease.

Devonshire, **H.** *L.* late of *Sampford Peverall*,
 to wit. in the County aforesaid, Yeoman, was summoned to answer unto *E. B.* of a plea, that he perform the Agreement between them made, according to the Force, Form and Effect of certain Indentures, and so forth, and whereof the said *E.* by *J. M.* her Attorney, saith, that whereas by a certain Indenture made at *Sampford Peverall* the fifteenth Day of *October*, in the Year of our Lord One thousand seven hundred and twenty-nine, between the said *E.* by the Name of *E. B.* of *Sampford Peverall*, in the County of *Devonshire* aforesaid, Spinster, of the one part, and the aforesaid, *H.* by the Name of *H. L.* of *Sampford Peverall* aforesaid, Yeoman, of the other part; which other part, signed and sealed by the said *H.* the said *E.* brings here into Court, the Date whereof is the Day and Year abovesaid; it is thereby witnessed, that the said *E. B.* for and in Consideration of the yearly Rent, Covenants, Conditions and Agreements therein after expressed had demised, leased, and to Farm let, and by the said Indenture, did demise, lease, and to Farm let unto the said *H. L.* his Executors and Assigns, all these two Fields or parcels of Ground called *Morrolls-Crofts*, one little Meadow lying under the said two Fields, and one other Field called *Sampford Ball*; all which

which said Premisses are part and parcel of a certain Tenement commonly called the *Black Dog*, lying in *Pampford Peverall* aforesaid, and then in the Possession of one *Francis Taylor* and other, all Timber and Wood-Trees, young Imps, Standles and Saplings then standing, growing and being, or thereafter which should or might happen to stand, grow, or be in and upon the said demised Premisses, or any part thereof, and free Liberty of Ingress, Egress, and Regress to and for the aforesaid *E. B.* and her Assigns, with Ploughs and Carriages to dig up, fell, cut down, take and carry away the said Trees, at all seasonable and convenient times, in the—Year out of the said demised Premisses, (always excepted and reserved) unto the aforesaid *E.* her Executors and Assigns, during the Term in the said Indenture expressed (to have and to hold the said demised Premisses, and every parcel thereof, (except before excepted) unto the said *H. L.* his Executors, Administrators and Assigns, from the twenty-ninth Day of *September* then last past, for and during the full Term and Time of seven Years from thence next ensuing, fully to be compleat and ended, if the Estate and Interest of her the said *E. B.* of and in the aforesaid demised Premisses should happen so long to continue; yielding and paying therefore yearly, and every Year during the said Term, unto the said *E.* her Executors, Administrators or Assigns, the yearly Rent or Sum of eleven Pounds of lawful Money of *Great Britain*, at the four most usual Feasts or Days of Payment in the Year, to wit, the twenty-fifth Day of *December*, the twenty-fifth Day of *March*, the
twenty-

twenty-fourth Day of *June*, and the twenty-ninth Day of *September*, by even and equal Portions; the first Payment thereof to begin, and be made on the twenty-fifth Day of *December* then next ensuing the Date of the said Indenture: And it was thereby agreed by and between the Parties to the said Indenture, that if in Case Default should happen to be made in Payment of the said yearly Rent of eleven Pounds, or any part thereof, at the Days and Times therein before-mentioned and appointed for the Payment thereof, or within fourteen Days next thereafter, the same being in the mean time lawfully demanded and not paid; and sufficient Distress in and upon the said demised Premises, or any part thereof, could or might be had or found, whereby the said Rent, together with the Arrearages thereof (if any should happen to be) might be levied and paid, that then and from thenceforth it should and might be lawful to and for the said *E.* her Executors, Administrators or Assigns, into all and singular the said demised Premises to re-enter, and the same to have again, repossess and enjoy, as in her and their first and former Estate; and the said Indenture, and every Grant, Matter and Thing therein contained should cease, and be absolutely void to all Intents and Purposes whatsoever, as if the same had not been made, any thing in the said Indenture contained to the contrary thereof in any wise notwithstanding: And the said *H.* for himself, his Executors, Administrators and Assigns, and every of them did by the said Indenture covenant and agree to and with the said *E.* her Executors and Assigns, and every of them, that he the said *H.* his Executors, Administrators.

ministrators or Assigns should and would well and truly pay, or cause to be paid unto the said *E.* her Executors, Administrators or Assigns, the said yearly Rent of eleven Pounds of lawful Money of *Great Britain*, at the Days and Times in the said Indenture mentioned and expressed for the payment thereof, according to the true Intent and Meaning of the said Indenture; by Virtue of which Demise the said *H.* into the aforesaid demised Premises, with the Appurtenances, entered, and was, and still is thereof possessed: And the said *E.* in Fa& faith, that the said *H.* did not pay or cause to be paid to the said *E.* five pounds ten Shillings for half a Year's Rent, ending the — Day of — in the Year of our Lord — which to the said *E.* was then due, and ought to have been paid according to the Form and Effect of his Agreement aforesaid in this Behalf made; and therefore the said *E.* saith that the said *H.* (although often requested) his Agreement aforesaid, in Form aforesaid made to the said *E.* did not perform but broke, and the same to her hitherto to perform the said *H.* hath refused, and still doth refuse; whereof she saith she is prejudiced, and hath Damage to the Value of twenty pounds; and thereof she brings her Suit.

Decla-

*Declaration for Non-payment of the Remainder of
the Purchase-Money on Articles, for Sale of an
Estate.*

Gloucester, J. M. late of the City of Bristol
to wit. J. Butcher, otherwise called J. M.
of the City of Bristol, Butcher, was summoned
to answer R. B. of a Plea, that he holds to him
the covenant between them made, according to
the Force, Form and Effect of certain Articles of
Agreement Intended, made thereof between
them: And whereupon the said P. by J. G. his
Attorney, say, That whereas by certain Articles
of Agreement Indented, had, made, concluded
and agreed upon, at the Parish of Henbury, in
the said County of G. upon the thirty-first Day,
in Year of our Lord One thousand seven hun-
dred and thirty-three, between him the said P.
by the Name of P. B. of R. and N. within the
Parish of Henbury, in the County of G. Yeoman,
of the one part, and the said J. M. by the Name
of J. M. of the City of Bristol, Butcher, of the
other part, the Counterpart whereof sealed with
the Seal of the said J. the said P. brings here into
Court, the Date of which is the same Day and
Year aforesaid, the said P. B. in Consideration
of the Sum of twenty-one Pounds of lawful Mo-
ney of Great Britain, to him then in Hand paid;
and of the further Sum of five hundred twenty-
nine Pounds of like lawful Money to be paid to
him by the said J. M. in Manner therein after
expres-

expressed, did covenant, promise, grant and agree, to and with the said *J. M.* That he the said *P. B.* and all others, who then had any Estate or Interest, of and in or to the Messuage or Tenement, Closes of Ground, Warth and Hereditaments, therein and herein after mentioned, either in Law or Equity, should and would on or before the thirtieth Day of *June* next ensuing the Date of the said Articles, in such Manner as the Counsel of the said *J. M.* should reasonably advise, well, sufficiently and effectually grant, convey, and assure to the said *J. M.* his Heirs and Assigns for ever, a good and indefeasible Estate of Inheritance in Fee Simple of and in all that new built Messuage or Tenement, wherein one *R. G.* then dwelt, situate and being in *N.* and *R.* aforesaid, within the parish of *Henbury* in the said County of *G.* near a place there called the *New Passage*, and called or known by the Name or Sign of the *Rose and Crown*; and also of and in one Close of Arable or pasture Ground, commonly called or known by the Name of *Long four Acres* containing by Estimation four Acres, were the same more or less; and also of and in one other Close of pasture Ground, commonly called or known by the Name of *Middle four Acres*, containing by Estimation four Acres, were the same more or less; and also of and in all his the said *P. B.*'s Right and Interest of, in and to the Warth facing the said Messuage; all which said Messuage or Tenement, Closes of Ground, Warth, and premisses are joining together, and are situate, lying and being in *R.* and *N.* aforesaid, and were then in the tenure or Occupation of the said *P. B.* his Tenants or Assigns; and also
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of and in all Rights, Members, Privileges, profits, Advantages and Appurtenances whatsoever, to the said Messuage or Tenements, Closes of Ground, Hereditaments and premisses above-mentioned belonging, or in wise appertaining, with Warranty and Covenants against him the said *P. B.* and all claiming under him, or by or under *R. H.* Esq; and free from all and all manner of Mortgages and Incumbrances whatsoever, as by the said Articles is within mentioned; and the said *J. M.* did by the said Articles promise and agree to and with the said *P. B.* to pay him the said *P. B.* or his proper Assigns, the said Sum of two hundred and fifty-nine pounds, at the executing of such Conveyances and Assurances as aforesaid, being the two hundred and fifty-nine pounds above-mentioned, as by the said Articles of Agreement amongst other things more fully appears: And the said *P. B.* in Fact saith, that at the same time of making of the said Articles, and continually afterwards, until the Execution of the Conveyances and Assurances herein after mentioned, he the said *P. B.* and *A.* his Wife *J. S.* and *J. A.* Spinster, were all the persons, who then had any Estate or Interest, of, in or to the Messuage or Tenement, Closes of Ground, Warth, Hereditaments and premisses in the said Articles above-mentioned, or of, in or to any part thereof, either in Law or Equity; and that after the making of the said Articles, and before the said thirtieth Day of *June*, next ensuing the Date of the said Articles, to wit, upon the six and tweniieth Day of *June*, in the Year aforesaid, at the said parish of *H.* aforesaid, they the said *P. B.* and *A.* his Wife, *J. S.* and *J. A.* did well, sufficiently

ficiently and effectually, by good and sufficient Conveyances and Assurances in the Law by them duly executed, grant, convey and assure unto the said *J. M.* his Heirs and Assigns for ever, in such manner as the Counsel of the said *J. M.* did advise, a good and indefeasible Estate of Inheritance in Fee-Simple, of and in all and singular the said Messuage or Tenement, Closes of Ground, Warth, Hereditaments and premisses in the said Articles above specified, and intended to be conveyed, as aforesaid, with their Appurtenances, with Warranty and Covenants in the said Conveyances and Assurances contained, against him the said *T. B.* and all claiming under him; and also against all claiming by or under the said *R. H.* and free from all and all manner of Mortgages and Incumbrances whatsoever, according to the Form and true Intent and Meaning of the said Articles; and the said *P. B.* upon the same twenty-sixth Day of *June*, and also afterwards, to wit, upon the said thirtieth Day of *July*, in the Year aforesaid, at the parish of *Hembury* aforesaid, tendred and offered to the said *J. M.* the said Conveyances and Assurances so executed as aforesaid, and requested him to accept the same; but the said *J. M.* at both the said times there refused to accept the same: And the said *J. M.* though often requested, hath not yet paid to the said *P. B.* the said two hundred and fifty nine pounds, nor any part thereof, which he ought to have done at the Executing of the said Conveyances and Assurances as aforesaid, according to the Form and Effect of his said Covenant made in this Behalf; and thus the said *P. B.* saith, that the said *J. M.* though often
re-

required, hath not kept his said Covenant with the said *P. B.* but hath broke the same, and hath hitherto altogether refused, and still doth refuse to keep the same with him; whereby he saith that he is prejudiced and damaged to the Value of three hundred pounds; and thereof he brings his Suit.

Declaration for not leaving the demised premises in good Repair at the Time of quitting the same.

Gloucestershire; *J. B.* late of *Yate*, in the said to wit. *J.* County, Merchant, was summoned to answer *A. B.* of a plea, that he keep with her the Covenant made between her the said *A. B.* and the said *J. B.* according to the Force, Form and Effect of certain Indentures thereof made between them: And whereupon the said *A. B.* by *R. H.* her Attorney, saith, that whereas, by a certain Indenture, made at *Yate* aforesaid, in the said County, upon the nineteenth Day of *June* in the Year of our Lord One thousand seven hundred and thirty-one, between the aforesaid *A.* by the Name of *A. B.* of the City of *Bristol*, Widow, Administratrix of all and singular the Goods and Chattels, Rights and Credits of *G. B.* late of the same City, Ironmonger, her late Husband deceased (of the one part, and the said *J. B.* by the Name of *J. B.* of the said City Merchant, of the other part, the Counter-part of which said Indenture, sealed with the Seal of the said *J.* she the said *A.* now brings
here

here into Court, the Date whereof is the same Day and Year aforesaid) she the said *A. B.* for and in Consideration of the yearly Rent and Covenants in the said Indenture mentioned and reserved on the part and behalf of the said *J. B.* his Executors, Administrators and Assigns, to be paid, done and performed, did demise, grant, and to Farm let, and set unto the said *J. B.* all that Iron-Foundery or Work-House, and Furnaces thereto belonging, situate and being upon Saint *Philip's* Plain, in the Parish of Saint *Philip* and *Jacob*, and Hundred of *Barton Regis* in the County of *G.* and then late in the Tenure or Occupation of the said *G. B.* as fully and amply in every Respect as he the said *G. B.* then lately held and enjoyed the same (the Stable adjoining to the said Foundery or Work-house, and then late in the Possession of the said *G. B.* always excepted) together with all Shops, Computers, Lofts, Warehouses, Ways Privileges, Profits, Commodities, Advantages and Appurtenances whatsoever, to the said Iron-Foundery or Work-Houses, Furnaces, and all and singular the Premises, with the Appurtenances, by the said Indenture demised (except before excepted) unto the said *J. B.* his Executors, Administrators and Assigns, from the twenty-fourth Day of *June* then next coming, for and during, and unto the full End and Term of seven Years from thence next ensuing and fully to be compleat and ended, yielding and paying therefore yearly and every Year, during the said Term thereby granted, unto the said *A. B.* her Executors, Administrators or Assigns, the Rent or Sum of sixteen Pounds of lawful Money of *Great Britain*, at the

two most usual Feasts or Days of payment in the Year, (that is to say) the Birth of our Lord God, and the Nativity of Saint *John* the Baptist, in every Year by even and equal Portions to be paid, the first payment thereof to begin and be made at the Feast of the Birth of our Lord God then next coming: Provided always, and if it should happen, that the said yearly Rent thereby reserved, or any part thereof, should be behind and unpaid in part and in all, by the Space of fourteen Days next after any or either of the said Feast-Days or times of payment, whereon the same was reserved and ought to be paid as aforesaid, (being lawfully demanded) and no sufficient Distress or Distresses could or might be had or found on the same Premises, for levying the same Rent, being so behind with the Arrears thereof (if any should be) that then, and from thenceforth it should and might be lawful to and for the said *A. B.* her Executors, Administrators and Assigns, into and upon the said thereby demised Premises, with the Appurtenances (except before excepted) wholly to re-enter, and the same to have again, repossess and re-enjoy, as in her or their first or former Estate, any thing therein contained to the contrary thereof in any wise notwithstanding: And the said *J. B.* for himself, his Executors, Administrators and Assigns, did covenant, promise and grant to and with the said *A. B.* her Executors, Administrators and Assigns, by the said Indenture, that he the said *J. B.* his Executors, Administrators or Assigns, should and would from Time to Time, and at all Times then after, during the said Term thereby granted, well and truly pay or cause to be paid unto the said

said *A. B.* her Executors, Administrators, or Assigns, the said yearly Rent or Sum of sixteen Pounds, thereby reserved, at such Days and times, and by such Parts and Portions, and in such Manner and Form, as the same by the true Intent and Meaning thereof was reserved and ought to be paid as aforesaid: And also that the said *J. B.* his Executors, Administrators and Assigns, should and would, at his and their own proper Costs and Charges from time to time and at all times then after, during the said Term thereby granted, well and sufficiently amend, maintain, sustain, uphold, repair and keep all and singular the said Iron-Foundery or Work-house, Furnaces and Premises thereby demised: and all and every other Part and Parcel thereof, with the Appurtenances, (except before excepted) in all and all manner of needful and necessary Reparations and Amendments whatsoever, when and as often as need should require, and leave them so repaired at the End or other sooner Determination of the said term thereby granted: And the said *A. B.* for herself, her Executors, Administrators and Assigns, by the said Indenture, did covenant, promise, grant and agree to and with the said *J. B.* his Executors, Administrators and Assigns, that for and notwithstanding any thing therein before mentioned and expressed to the contrary, it should and might be lawful to and for the said *J. B.* his Executors, Administrators and Assigns, to detain and keep in his Hands to his and their own proper Use, the Sum of ten Pounds, part of the said first Year's Rent of sixteen Pounds, for and towards and in Consideration of the putting the said thereby demised Premises in good

and sufficient Repair: And the said *J. B.* for himself, his Executors, Administrators and Assigns, did covenant, promise, grant, and agree, to and with the said *A. B.* her Executors, Administrators and Assigns, by the said Indenture in Manner and Form following, *viz.* that he the said *J. B.* his Executors, Administrators and Assigns, should and would, for the Consideration of the Sum of ten Pounds to be by him detained, or kept back as aforesaid, before the End and Expiration of three Months, to be accounted from the Day of the Date of the said Indenture, put, or cause the said Iron-Foundery or Work-house and Furnaces, and all and singular other the Premises, with the Appurtenances thereby demised or mentioned, or intended to to be, (except before excepted) to be put in good and sufficient Repair, to be so adjudged by two judicious Workmen; the one to be chosen by the said *A. B.* her Executors, Administrators or Assigns; and the other by the said *J. B.* his Executors, Administrators or Assigns: And lastly, it was by the same Indenture agreed by and between the said Parties thereto, and declared to be their true Intent and Meaning, that if the said *J. B.* his Executors, Administrators or Assigns should be desirous to leave the said thereby demised Premises at the End of the first three Years, part of the said Term of seven Years, and of such his Mind or Desire should give Notice in Writing unto the said *A. B.* her Executors, Administrators or Assigns, or leave the same at her or their then Dwelling-house or Place of Abode, by the Space of six Months at the least, before the End of the said Term of seven Years thereby granted, then and
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in such Case, it should and might be lawful to and for the said *J. B.* his Executors- Administrators and Assigns, at the End of the said first three Years, part of the said Term of seven Years, in Manner before mentioned, so leave the Possession of the said thereby demised Premises, and that then and from thenceforth, the said Indenture, and every Grant, Matter and Thing therein contained, should cease, determine and be utterly frustrated and void to all Intents and Purposes whatsoever, so as the Rent and Covenants therein before contained on the Part and Behalf of the said *J. B.* his Executors, Administrators and Assigns, to be paid, done and performed, should be then fully paid, done and performed, according to the Purport and true Meaning thereof, any Thing therein contained to the contrary thereof in any wise notwithstanding, as by the said Indenture more fully appears. By Virtue of which said Demise, the said *J. B.* entered into the said demised Premises, and was possessed thereof unto the End and Expiration of the said first three Years, and at the End of the said three Years, left the same, according to the Covenant aforesaid in that Behalf made, and the said *A. B.* in Fact saith, that at the End of the said three Years, and for twelve Months before the said Iron-Foundry or Work-house and also ten Shops, ten Compters, ten Lofts, ten Ware-houses, ten Furnaces and ten Flewes, Parcel of the said Iron-Foundry or Work-house, Premises above demised, in every part thereof, were in Decay and wanted Reparations and Amendments: And yet the said *J. B.* during all the said Time, did not amend, maintain, sustain, uphold and repair the

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same, or any part thereof, so in Decay as aforesaid, with any manner of needful or necessary Reparations or Amendments whatsoever; but at the end of the said three Years left the same so in Decay, and wanting Reparations and Amendments as aforesaid, contrary to the Form and Effect of the said Covenant in that Behalf made: And thus the said *A. B.* saith, that the said *J. B.* though often requested, hath not kept his said Covenant with the said *A. B.* but hath broke the same, and hath hitherto wholly refused, and still doth refuse to keep the same with her; whereby she saith, that she is prejudiced and damaged to the Value of forty Pounds; and therefore she brings her Suit.

Decla-

Declaration for not putting the Premises into Repair on the Plaintiff's entering thereon, pursuant to the Agreement, with the Memorandum, Plea, Replication and Issue.

Somersetshire, **B**E it remembered, that heretofore, that is to say, in the Term of *Easter* last past, came *H. D.* before our Sovereign Lord the King at *Westminster*, by *R. G.* his Attorney, and brought into Court of our said Lord the King then there, his Bill against *R. B.* Widow, otherwise lately called *R. B.* of *Priorwood* within the Parish of *T. Saint James*, in the County of *Somerset*, Widow, being in the Custody of the Marshal of the Marshalsea of our said Lord the King, before the King himself, of a Plea of Covenants broken, and there are Pledges to prosecute (to wit) *John Doe* and *Richard Roe*, which said Bill followeth in these Words (to wit): *Somerset* (to wit) *H. D.* complains of *R. B.* Widow, otherwise lately called *R. B.* of *Priorwood*, within the Parish of *T. Saint James*, in the County of *Somerset*, Widow, in the Custody of the Marshal of the Marshalsea of our Lord the King, before the King himself being, of a Plea of Covenants broken, for that whereas by a certain Indenture, made at the Parish of *Taunton Saint James* aforesaid, on the fifth Day of *January* in the Year of our Lord one thousand seven hundred and twenty-four, between the said *R.* by the Name of the said *R. B.* of *Priorwood*

wood within the Parish of *T. Saint James*, in the County of *Somerſet*, Widow, of the one Part, and the ſaid *H.* by the Name of the ſaid *H. D.* of *T. Saint James*, aforeſaid, Yeoman, of the other Part, the one Part of which ſaid Indenture, ſealed with the Seal of the ſaid *R.* the ſaid *H.* brings here into Court, bearing Date the Day and Year aforeſaid, the ſaid *R.* for and in Conſideration of the yearly Rent therein after reſerved, and the Covenants Conditions, and Agreements in the ſaid Indenture contained on the Part of the ſaid *H. D.* his Executors, Adminiſtrators and Assigns to be paid, done and performed, did demise, grant, and to Farm let unto the ſaid *H. D.* his Executors and Assigns, all that Part of the Priory of *Taunton*, commonly called or known by the Name of the Upper Priory or Town Priory, containing by Eſtimation about one Hundred Acres of Land, Meadow and Paſture (be the ſame more or leſs) being Tithe-free Lands; and alſo all that Part of the then late erected Houſe nigh Priory-Gate, which lyes on the left Side of the Entry or Paſſage from the Street there into the Court belonging to the ſame Houſe; and alſo on the left Side of the ſame Court; together with all Houſes, Out-houſes, Barns, Stables, Stalls, Court-ways, Paths, Paſſages, Waters, Water-Courſes, Easements, Profits, Commodities, Advantages and Appurtenances to the ſame Premiſſes only belonging, or in any wiſe appertaining; all which ſaid Premiſſes were ſituate, lying and being in the Pariſh of *Taunton Saint James* aforeſaid, and then late were in the Poſſeſſion of *T. C.* as Tenant to *H. B. Eſq*; then lately deceased, but then was in the Poſſeſſion of
her

her the said *R. B.* or *J. L.* his Executors or Assigns (except and always reserved unto the said *R. B.* her Heirs and Assigns, out of the said Demise and Grant, during the Term thereby demised out of that Part of the said new erected House thereby demised, one Room, then called and used as a Shop, and the Chamber over the said Shop, and for the sole and proper Use of the said *R. B.* for her Heirs and Assigns; and also except the Use of the Brewhouse, Malt-Kiln then stood, and the Use of the Pump, Passage, House of Office, and Court, with the said *H. D.* and his Assigns; and also except to the said *R. B.* her Heirs and Assigns, all that the new Building on the Right-Hand of the said Entry or Passage, leading from the Street into the Court, and the Thatched House in the Court at the End of the Pigstye there, and also except the said Inclosed Cherry-Orchard, and the Half-Acre thereunto adjoining, called *Brickfield Plot*, then late in *M. B.*'s Possession, and also except Liberty for a Path or Way athwart the Priory for the Miller and others having Occasion to go out on Horseback, and on Foot, to and from the Mill of the said *R. B.* on the other Side of the River there, or the River there adjoining, in Respect of the Mill in the same Manner as the same then was used or intended to be used; and also Liberty for the said *R. B.* her Heirs and Assigns to go with Ploughs and Horses through the Priory from the Town to *Obridge-Mill*, by the Ways near to *Hendlands*, Parcel of the said demised Premises; and also Liberty to draw and carry Goods over the demised Premises, from the River to the said House, and from the House to the River when Occasion

Occasion; and also to draw into the said Priory, Dung, and lodge it there, nigh the Wall where the Dung had been used to be lodged, and take and carry away the same; and also to dig up and carry away the Stones in the said Priory; she the said *R. B.* her Heirs and Assigns, levelling the Ground where such Stones should be dug and taken; and also except all Trees, Lops, and Shrouds of Trees, with Liberty to take, fell, work up and carry away the same; and also Liberty to come into and upon the said Premisses, to view and repair the same, with free Liberty of Egress, Ingress and Regress into the before excepted Premisses, and also except two new Stables, then on the Premisses, which was agreed the said *H. D.* and his Assigns should have the moderate Use of, during the Term, leaving them in repair; and also except to the said *R. B.* the Profits to be received by drawing Boats on the Premisses; to have and to hold the said demised Premisses, (except before excepted) unto the said *H. D.* his Executors, Administrators and Assigns, from the twenty-fifth Day of *December* then last past, for and during the full End and Term of seven Years, from thenceforth next ensuing, and fully to be compleat and ended; yielding and paying therefore unto the said *R. B.* her Heirs and Assigns, during the said Term, the yearly Rent of One hundred and forty pounds of lawful Money of *Great Britain*, on the twenty-fifth Day of *March*, and the twenty-fourth Day of *June*, and the twenty-ninth Day of *September*, and the twenty-fifth Day of *December*, by equal portions; the first payment thereof to be made on the twenty-fifth Day of *March* then next; and if it should
happen

happen the said Rent, or any part thereof, should be behind and unpaid by the Space of twenty-eight Days after any or either of the said Days of payment on which the same ought to be paid as aforesaid, being lawfully demanded, and no sufficient and overt Distress might or could be found on the premisses for levying of the same, with the Costs and Charges thereof; that then, and so often it should and might be lawful to and for the said *R. B.* her Heirs and Assigns, into and upon all the said demised premisses with the Appurtenances, wholly to re-enter, and the same to have again, re-possess and enjoy as in her and their first and former Estate, any Thing in the said Indenture contained to the contrary thereof in any wise notwithstanding: And the said *H. D.* for himself, his Executors, Administrators and Assigns, did thereby covenant, promise and agree to and with the said *R. B.* her Heirs and Assigns in Manner following, that is to say, that he the said *H. D.* his Executors, Administrators and Assigns should and would from Time to Time, during the said Term, well and truly pay or cause to be paid unto the said *R. B.* her Heirs and Assigns, the said yearly Rent or Sum of one hundred and forty pounds of lawful Money of *Great Britain*, for the said demised premisses, by four equal Quarterly Payments as aforesaid, without any Manner of Deductions whatsoever, except as is after in the said Indenture mentioned to be excepted, and also should and would, for the Consideration after in the said Indenture mentioned, well and sufficiently feed, depasture and keep with his the said *H. D.* or his Assigns, Cattle on the said demised premisses, as well

well in Summer as in Winter, during the whole Term, an Horse, Nag or Mare for the Miller that should be Tenant or Miller of the said Mill of the said *R. B.* for the Time being ; and further, that he the said *H. D.* his Executors, Administrators or Assigns, should not, nor would, during the said Term, till, plough or turn up any part of the said demised premises during the said Term, other than the three Close parcel thereof, called the Higher *Hendlands*, and the Lower *Hendlands* ; and also the enclosed piece of Ground next adjoining to the said House, which had been lately tilled, under the penalty of ten pounds by the Acre every Time for every Acre of the said demised premises, other than as aforesaid, that he or they should plough, till, or turn up during the said Term, and so in proportion for any lesser Quantity than an Acre, other than as aforesaid, over and besides the said yearly Rent thereby reserved ; the same penalty or penalties to be paid to the said *R. B.* her Heirs or Assigns, at the next Half-Year's End after the same should be forfeited as aforesaid ; and that he the said *H. D.* his Executors, Administrators or Assigns, should not have or take more than five Crops of Corn or Grain out of the said three Closes called *Hendlands*, in the said seven Years ; and that he or they should have different Crops in the said three Closes in each Year that he or they should have any grown there, that is to say, in one of the said Closes Wheat, in another of them pease, and in the other of them Barley and Clover, and not two Crops of one Sort of Corn or Grain in either of the same Closes in two Years following ; and in Consideration of five Crops

Crops of Corn and Grain so to be had and taken in the said Term, that he the said *H. D.* his Executors, Administrators or Assigns, should and would within the said Term well and sufficiently, and according to the best Rules of good Husbandry used in the said parts, dress over with Rotten Dung, the Lower and Higher *Hendlands*, three Times each of them, and the Middle *Hendlands* twice, allowing to each of the said Dressings either twelve Loads, or one hundred forty-four Horse Seams of such Dung as aforesaid, to each reputed Acre of the said premisses so to be dressed, and so in proportion to any lesser Quantity thereof than an Acre; and should and would spend and eat out, on the said premisses, all such Hay as should be there grown or made, for the better Improvement of the said premisses; and in lieu of every Load of Straw that should be carried or disposed from the premisses, and there grown or made, should and would bring out of the Town ten Loads of good Dung; and bestow the same on the same premisses, for the better Advantage thereof, over and besides the Dressing above mentioned: and should and would spend and imploy on the said premisses all such Dung, Soil and Compost as should be there made, for the better Improvement thereof: And further also that he the said *H. D.* his Executors, Administrators or Assigns, should and would, on the first Day of *November*, in the last Year of the said Term, deliver up unto the said *R. B.* her Heirs or Assigns, one of the said three Closes called *Hendlands*, to sow Wheat in, that is to say, such one of the three as should be most proper for that purpose, and that he the said *H. D.* his Executors,

tors, Administrators or Assigns, should and would at any Time, during the said Term, well and sufficiently, and in good Husband-like Manner, make, amend and repair the Hedges, Fences, Inclosures, Gates, Bars and Stiles of the said premisses, and scower, dig, and cleanse the Reins, Ditches and Gutters thereof, as often as Need should require, having and taking which is by the said Indenture agreed he or they should or might have and take to his and their own Use, for and towards his or their pains therefore) the Hedge-Wood, Tops and Lops and Shrouds of Trees then usually shrouded, and pairing up of Maiden-Trees, standing and growing in such Hedges, and should new make, and well and sufficiently new dig the Ditches thereof, and that at such Times only as he should new make and dig the same, and at the End of the said Term, all the said premisses, with the Appurtenances, without committing or doing any Hurt, Wast, or Spoil on the same, with the said Ditches, Reins, Gutters, Gates Bars, Stiles, Fences and Inclosures thereof, should and would peaceably and quietly leave and yield up unto the said R. B. her Heirs or Assigns, and in the mean time, should permit and suffer the said R. B. her Heirs and Assigns peaceably and quietly to use, occupy and enjoy all the said premisses before excepted out of the Demise, without any of the lawful Let or Disturbance of him the said H. D. or his Assigns; and the said R. B. for herself, her Heirs and Assigns, did, by the same Indenture, covenant, promise and grant to and with the said H. D. his Executors, Administrators and Assigns in Manner following, that is to say, that she the said R. B. her Heirs.

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Heirs and Assigns, should and would, during the said Term, pay and discharge the pound tax, Church and poor Rates in Respect of the said premisses, or otherwise allow the same out of the said yearly Rent, unto the said *H. D.* his Executors, Administrators and Assigns; and also free and discharge him or them of and from the Burthen of any Apprentice or Apprentices in Respect of the premisses during the said Term; and also should and would well and sufficiently repair the Roofs of the said demised Dwelling-House, and Out-houses thereunto belonging, during the said Term, and that he the said *H. D.* his Executors, Administrators or Assigns should or lawfully might, during the said Term, by and under the said Rent by the said Indenture reserved Covenants, Exceptions, Conditions, and Agreements therein contained, peaceably and quietly have and hold, use, occupy, possess and enjoy all the said demised premisses with the Appurtenances, (except before excepted, (without any Manner of lawful Let, Molestation, Disturbance or Denial of her the said *R. B.* her Heirs or Assigns, or any other person or persons lawfully claiming, or to claim by, from or under her, them or any or either of them; and it was by the said Indenture agreed by and between the said parties thereto, that if any Trespass or Trespases should be committed on the said demised premisses, or any part thereof, during the said Term, on Account of haleing Boats, or otherwise relating to the Navigation of the said River there, that the said *R. B.* her Heirs or Assigns, should or might in the Name of the said *H. D.* his Executors or Assigns, bring or contest any Action
for

for the same, at the Costs and Charges of her the said *R. B.* her Heirs or Assigns from Time to Time, she and they indemnifying the said *H. D.* his Executors and Assigns, from all Damages that may happen, by means of making Use of his or their Name or Names in such Action or Actions: And it was thereby further agreed that the said *R. B.* her Heirs or Assigns, should have and receive to his or their own proper Use and Behoof, all Costs, Charges and Damages, that should or might be had, received or recovered, on Account of such Trespasses, or drawing of Boats, and Profits thereof; and the said *H. D.* for himself, his Executors, Administrators and Assigns, did by the said Indenture, covenant and agree to and with the said *R. B.* her Heirs and Assigns, that neither he the said *H. D.* his Executors, Administrators or Assigns, should or would at any Time release, discharge, discontinue or disown any such Action or Actions, that might so happen to be brought as aforesaid, or do any Act whatsoever to hinder or obstruct a Recovery in such Action or Actions; and it was agreed between the said Parties to the said Indenture, that the said *R. B.* should and would put the said demised Premises in tenantable Repair, in the Beginning of the said Term, as by the said Indenture (amongst other Things) may more fully and at large appear: By Virtue of which said Demise, the said *H.* entered into the said demised Premises, (except before excepted) and was thereof possessed, for, during and untill the full End and Term of seven Years, by the said Indenture demised; which the said Term ended and expired on the twenty-fifth Day of *December*,

in the Year of our Lord One thousand seven hundred and thirty-one; and although the said *H.* hath performed and fulfilled all Things in the said Indenture contained on his Part and Behalf to be performed and fulfilled, yet protesting the said *R.* hath not performed or fulfilled any Thing in the said Indenture contained on her Part to be done and performed, in Fact, the said *H.* saith, that at the Beginning of the said Term, the Hedges, Fences, Gates, Bars Stiles, Reins, Ditches and Gutters, that is to say, five hundred Perches of Hedges, five hundred Perches of Fences, twenty Gates, twenty Bars, twenty Stiles, five hundred Perches of Reins, five hundred Perches of Ditches, and five hundred Perches of Gutters, of and belonging to the said demised Premises, were in very great Decay, for want of tenantable Reparation and Amendment, whereof the said *R.* then and there had Notice: Yet the said *R.* then, or at any other Time afterwards, did not put the said Hedges, Fences, Gates, Bars, Stiles, Reins, Ditches and Gutter, or any Part thereof, in tenantable Repair, but the doing thereof wholly neglected and refused; whereby the said *H.* was forced and obliged to lay out a very large Sum of Money, to wit, fifty Pounds, in and about the putting the said Hedges, Fences, Gates, Bars, Stiles, Reins, Ditches and Gutters into tenantable Repair, to wit, at *Taunton Saint James* aforesaid, against the Form and Effect of the said Covenant of the said *R.* made in that Behalf as aforesaid; and the said *H.* further saith, that during the said Term of seven Years, to wit, on the first Day of *April*, in the Year of our Lord One thousand seven hundred and

and twenty-seven, the Part of the said Messuage so demised to him as aforesaid, and one Barn, to wit, ten Perches of that Part of the said Messuage so demised, and ten Perches of the said Barn, Parcel of the said demised Premises, were uncovered; for want of covering whereof, the said *R.* afterwards, to wit, on the same Day and Year last above said, at the Parish of *Taunton S. James* aforesaid, had Notice, and was then and there requested by the said *H.* to repair and amend the same: Yet the said *R.* at any Time during the said Term, did not repair or amend the said Premises in those Particulars, but permitted the same to remain and continue in Decay, and out of a tenantable Repair, from the said first Day of *April* until the End of the said Term; whereby divers Goods and Chattels of the said *H.* to wit, one Gown and one Petticoat, to the Value of ten pounds, within the Time aforesaid, being in the said Messuage, and two hundred Cart-Loads of Hay, two hundred Cart-Loads of Wheat in the Straw, two hundred Cart-Loads of Oats in the Straw, two hundred Cart-Loads of Barley in the Straw, and two hundred Cart-Loads of Rye in the Straw, of the said *H.* to the Value of five hundred pounds, being in the said Barn, within the Time aforesaid, by the Rain and Water penetrating into the said Barn and Messuage, were damnified and wholly spoiled, contrary to the Form and Effect of the said Covenant of the aforesaid *R.* in that Behalf made as aforesaid; and thus the said *R.* although often requested, hath not held unto the said *H.* her aforesaid Covenants in Form aforesaid with the said *H.* made, but hath broke the same, and to hold.

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hold them to him hath hitherto altogether refused, and still doth refuse, to the said *H.*'s Damage of two hundred pounds; and thereupon he brings his Suit.

Plea.

AND now at this Day, (that is to say) on *Wednesday* next after the *Octave of S. Hillary*, this same Term, until which Day the said *R.* had Leave to Imparl, and then to answer, came as well the said *H.* by his said Attorney, as the said *R.* by *T. L.* her Attorney; and the said *R.* defends the Force and Injury, and the Damages, and every thing else that she ought to defend, when, where, and howsoever this Court shall award; and as to the Breaking of the Covenant aforesaid, for that she the said *R.* did not in the Beginning of the Term in the said Declaration mentioned, put the Hedges, Fences, Gates, Bars, Stiles, Reins, Ditches and Gutters, of and belonging to the said demised Premises in Tenantable Repair; and as to her neglecting and refusing so to do, and suffering the same to be in Decay for want of tenantable Reparation and Amendment, as by the said *H.*'s Declaration is above supposed, she the said *R.* saith, that he the said *H.* his said Action thereof against her ought no to have; because she saith, that the said Hedges, Fences, Gates, Bars, Stiles, Reins, Ditches and Gutters, by the whole Time in the Declaration above specified, to w^t, for and during all the

the Term of Seven Years in the said Declaration above-mentioned, were well and sufficiently repaired and amended, according to the Form, Effect and Tenure of the said Covenant, without that, that she the said *R.* neglected and refused to put the same in Tenantable Repair, as the said *R.* by his Declaration aforesaid above doth suppose; and this she is ready to prove; whereupon she prayeth Judgment if the said *H.* his said Action thereof against her ought to have, and furthermore as to the Breaking of the Covenant aforesaid, for that, that she the said *R.* the said Part of the said Messuage demised to him the said *H.* and the Barn, Parcel also of the Premises demised to the said *H.* in and by the same Indenture as aforesaid, and in the said *H.*'s Declaration above-mentioned permitted to remain and continue in Decay, and out of tenantable Repair for want of covering the same, as in and by the said *H.*'s Declaration above supposed, she the said *R.* doth say, that the Barn, and likewise the Messuage aforesaid are, and the said first Day of *April*, in the Year of our Lord One thousand seven hundred and twenty-seven, and in the Declaration above-mentioned; and from the same until the End of the said Term of seven Years therein also for that Purpose mentioned, were well and sufficiently repaired and amended, according to the Form and Effect of the Covenant of the said *R.* in that Behalf made, without that, that the same Barn and Messuage were uncovered for want of covering of the same; and that she the said *R.* permitted the same to remain and continue in Decay, and out of tenantable Repair, as the said *H.* by his said Declaration aforesaid

aforesaid above doth suppose; and this she is likewise ready to prove; whereupon she prayeth Judgment, if the said *H.* his Action thereof against her ought to have.

Replication.

AND the said *H.* as to the said Plea of the said *R.* as to the said Breach of Covenant first assigned, above pleaded in Bar, saith, that he, by any thing above alledged by the said *R.* in her said Plea, ought not to be barred from having his said Action against her for the same, because he saith, that she the said *R.* neglected to put the said Hedges, Fences, Gates, Bars Stiles, Reins, Ditches and Gutters, of and belonging to the said demised Premisses, intenantable Repair, as the said *H.* above complains against her; and this he prays may be inquired of by his Country; and the said *R.* likewise, and as to the said Plea of the said *R.* as to the said Breach of Covenant last assigned above pleaded in Bar, as before, saith, that he, by any thing above alledged by the said *R.* in her said Plea, ought not to be barred from having his said Action against her for the same; because he saith, that the said Barn and Messuage were uncovered for want of covering the same, and that she the said *R.* permitted the same to remain and continue so in Decay, and out of tenantable Repair, in Manner and Form as the said *R.* in his said Declaration hath above alledged; and this he also prays may be
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inquired of by his Country; and the said *R.* likewise; therefore, as well to try this Issue, as the said other Issue above joined between the Parties aforesaid; let there come a Jury thereof before our Sovereign Lord the King at *Westminster*, on — next after — and who are in no wise related, either to the said *H.* or the said *R.* to recognize, and make a Jury of the Country, between the said Parties of the Plea aforesaid, because as well the said *H.* as the said *R.* (between whom is the Matter in Variance) have put themselves on the said Jury; the same Day is given to the said Parties there, &c.

Decla-

Declarations in TRES-PASS.

Declaration for entering the Plaintiff's Closes, treading down the Grass, and laying Wood, Stones, Sand, &c. therein, and diverting the Plaintiff's Water-course.

Somerset, THOMAS Price, late of the Parish of *Enmoore*, in the said County, Yeoman, was attached to answer to *Nathaniel Adams* of a Plea, wherefore with Force and Arms he broke and entred the Close of the said *Nathaniel*, at the Parish of *Enmoore*, in the said County, and his Grass growing there to the Value of ten Pounds, with Feet in walking did tread down and consume, and did bring into, put, pace, fix, and lay in the said Close divers Trees, Woods, Stones, Sand, Earth, Bushes and Rubbish, and continued the same there for a long Time; and also stopped and diverted the Water-course of the said *Nathaniel* there, and continued it so stopped and diverted for a long Time; whereby the said *Nathaniel* during all that Time, lost the Profits of his said Closes, and did other Injuries to the said *Nathaniel*, to the great Damage of the said *Nathaniel*, and against the Peace of our Sovereign Lord the now King; and whereof the said *Nathaniel*, by *J. E.* his Attorney, complains, that the said *Thomas*, upon
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the first Day of *August*, in the Year of our Lord One thousand seven hundred and thirty-two, and upon divers other Days and Times, between the said Day and the first Day of *April*, in the Year of our Lord One thousand seven hundred and thirty-three, with Force and Arms, the Closes of the said *Nathaniel*, (to wit) one Close called *Captains Meadow*, one other Close called *Captains Meadow*, one other Close called the *Rivulet*, one other Close called the *Ditch*, and one other Close called the *Water-course*, at *Enmoore* aforesaid, did break and enter, and the Grass then growing there to the Value aforesaid, with Feet in walking did tread down and consume, and brought into, put, placed, fixed and laid in the said Closes, divers Quantities, to wit, two Horse-load of Trees, two Horse-load of Wood, two Horse-load of Stones, two Horse-load of Sand, two Horse-load of Earth, two Horse-load of Bushes, and two Horse-load of Rubbish, and continued them there for a long Time, to wit, during all the Time aforesaid; and also stopped and diverted the *Water-course* of the said *Nathaniel* there, and continued it so stopped and diverted for a long Time, to wit, during all the Time aforesaid; whereby the said *Nathaniel*, during all the said Time lost all the Profits of his said Closes, and did him other Injuries, to the great Damage of the said *Nathaniel*, and against the Peace of his said Majesty; whereby he saith that he is prejudiced and damaged to the Value of twenty Pounds; and thereof he brings his Suit.

Declara-

Declaration for entering the Plaintiff's Garden, digging up his Hedges and Trees, &c. and carrying away, and converting the same to the Defendant's own Use.

Surry, **G**EORGE Bishop, late of Kingston, to wit. in the County aforesaid, Blacksmith, and William Perratt, late of the same, Husbandman, were attached to answer to John Bailey in a Plea, wherefore they entered his Garden at Kingston, aforesaid, and broke, dug, and pulled down his Hedge of the said Garden, and rooted up his Gooseberry Bushes, Lawrels and Ashes, to the Value of ten Pounds, there lately growing, and took, carried away and detained the same, and converted and disposed of them to their own Uses, and dug up the Soil and Earth of the said John Bailey there, to the Value of ten Shillings, and took, carried away and detained the same, and converted and disposed of it to their own Uses, and also dug up an Oaken Post of the said John Bailey there, having two Iron Hooks fixed in it, and took and carried away and detained the said Post and Hooks, being of the Value of twenty Shillings, and converted and disposed of the same to their own Uses; and did other Wrongs, to the said John Bailey, to the great damage of the said John Bailey, and against the Peace of our Sovereign Lord the King that now is; and whereupon the said John Bailey, by Henry Salway the Younger his Attorney, complains,

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that

that the said *George* and *William*, on the twenty-fifth Day of *March*, in the Year of our Lord One thousand seven hundred and thirty-two, and divers Days and Times between that Day and the twenty-fifth Day of *March*, in the Year of our Lord One thousand seven hundred and thirty-three, with Force and Arms, to wit, with Swords, Staves and Knives, broke the Garden of the said *John Bailey* at *Kingston* aforesaid, and broke, dug up, and pulled down his Hedge, to wit, six Yards of Hedge of the said Garden, and rooted up his Goose-berry Bushes, Laurels and Ashes, to wit, ten Goose-berry Bushes, ten Laurels, and ten Ashes, to the Value of ten Pounds there growing, and took, carried away, and detained the same, and converted, and disposed of them to their own Uses; and dug up the Soil and Earth, to wit, forty Cart-load of Soil, and forty Cart-load of Earth, of the said *John Bailey* there, to the Value of ten Shillings, and took, carried away, and detained the same, and converted and disposed of it to their own Uses; and also dug up an Oaken Post of the said *John Bailey* there having two Iron Hooks fixed in it, and took, carried away, and detained the said Post and Hooks, being of the Value of twenty Shillings, and converted and disposed of the same to their own Uses; and did other Wrongs to the said *John Bailey*, to the great Damage of the said *John Bailey*, and against the Peace of our Sovereign Lord the King that now is; wherefore the said *John* says, that he is prejudiced and damaged to the Value of forty Pounds; and thereupon he brings his Suit.

Declar-

Declaration for taking and impounding the Plaintiff's Cattle; and not letting the Plaintiff replevy the same, but selling the Cattle, and converting the Money to the Defendant's Use.

Wiltshire, JAMES Brine, late of Calne, in the to wit. J County aforesaid, Clothier, was attached to answer William Cave, of a Plea, wherefore with Force and Arms, the Cattle of the said William, of the Price of forty Pounds, at Calne aforesaid lately found, he took, chased, led away, impounded, and for a long Time detained; and also the said Cattle of the said William, of the Price of forty Pounds, at Colne aforesaid lately found, he again took, chased, led away, impounded, and kept them for a long Time impounded, and would not permit the same to be replevied according to the Laws and Custom of this Realm, but refused and hindred the said William's Replevyng the said Cattle, and sold, removed away, and to his own proper Use converted and disposed of the same; and also other Cattle of the said William of the Price of other forty Pounds at Calne aforesaid lately found, he took, chased, led away, impounded, and for a long Time, so impounded, detained, and would not permit the same to be replevied, according to the Law and Custom of this Kingdom, but refused and hindered, and the same Cattle sold, removed away, and to his own proper Use converted and disposed; and other Enormities to him did,

did, to the great Damage of the said *William*, and against the Peace of the Lord the now King, and so forth, and whereof the said *William*, by *J. G.* his Attorney, complains, that the aforesaid *James*, the first Day of *February*, in the Year of our Lord one thousand seven hundred and thirty-two, with Force and Arms the Cattle, to wit, one hundred Ewes, and one hundred Lambs of the said *William*, of the Price, and so forth, at *Calne* aforesaid then found, he took, chased, led away, impounded, and for a long Time, to wit, for the space of twenty Days then next following, he detained; and also afterwards, to wit, the twenty-fourth Day of *March*, in the Year aforesaid, with Force and Arms, the same Cattle, to wit, the same one hundred Ewes, and one hundred Lambs of the said *William*, of the Price, and so forth, at *Calne* aforesaid then found, he again took, chased, led away, impounded, and for a long Time, to wit for the Space of ten Days then next following, he kept impounded, and the said Catt'e so impounded would not permit to be replevied according to the Law and Custom of this Kingdom, but refused and hindred, and the same Cattle so taken and impounded, afterwards, to wit, the fifth Day of *April*, in the Year of our Lord One thousand seven hundred and thirty-three, at *Calne* aforesaid, sold, removed away, and converted, and disposed to his own Use; and also afterwards, to wit, the aforesaid twenty-fourth Day of *March*, in the Year of our Lord One thousand seven hundred and thirty-two aforesaid, with Force and Arms, and so forth, other Cattle, to wit, one hundred other Ewes, and one hundred other Lambs of the said *William*,

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Sam, of the Price, and so forth, at *Calne* aforesaid, then found, he took, chased, led away, impounded, and for a long time, to wit, for the Space of ten Days there next following, he kept impounded, and would not permit the said Cattle last mentioned to be replevied according to the Law and Custom of this Realm, but refused and hindered, and the same Cattle last mentioned so taken and impounded, afterwards, to wit, the same fifth Day of *April* in the Year of our Lord One thousand seven hundred and thirty-three aforesaid, sold, removed away, and to his own proper Use converted and disposed, and other Enormities to the said *William* did, to the great Damage of the said *William*, and against the Peace of the said Lord the now King; wherefore the said *William* saith, he is prejudiced, and hath Damage to the Value of fifty Pounds; and on that Account he brings his Suit.

Declaration against the Defendant, as Owner of a Barge, for his Crew of Bargemen entering the Plaintiff's Close and treading down the Grass.

Berkshire, R. S. late of—in the said County to wit. *R.* — was attached to answer *W. L.* of a Plea, wherefore the said *R. S.* being Master or Owner of a certain Barge, Boat or Vessel navigating upon the River *Thames*, between *London* and *Cricklade*, one *H. N.* being one of his Crew of Bargemen, Boatmen or Servants belonging to the said Barge, Boat or Vessel with divers other Persons to the said *W.* unknown, also of the Crew of Bargemen, Boatmen or Servants belonging to the said Barge, Boat or Vessel, with Force and Arms, the Close of the said *W.* at *Old Windsor* they broke and entered, and the Grass and Herbage of the said *W.* there lately growing, to the Value of 5*l.* with their Feet in walking trod down and consumed, and other Grass and Herbage of the said *W.* there also lately growing, to the Value of other five Pounds, with certain Cattle depastured, trod down, and spoiled, and other Wrongs to him did, to the great Damage of the said *W.* and against the Peace of the King that now is, and so forth; and wherefore the said *W.* by *J. G.* his Attorney, complains, that the said *R.* the twelfth Day of *April* in the Year of our Lord One thousand seven hundred and thirty-three, at *Old Windsor* in the said County, was Master or Owner of a certain

tain Barge, Boat, or Vessel, navigating upon the River of *Thames* between *London* and *Cricklade*, and the said *H. N.* being then and there one of the Crew of Bargemen, Boatmen, or Servants belonging to his said Barge, Boat or Vessel, the said *H.* with divers other Persons then and there also of the Crew of Bargemen, Boatmen or Servants belonging to his said Barge, Boat or Vessel, to the said *W.* unknown, the Day and Year above said, at *Old Windsor* aforesaid, the Close of the said *W.* called the *Five Acres*, adjoining to the River *Thames*, with Force and Arms, to wit, with Swords, Staves and Knives, without the Licence, and against the Consent of the said *W.* they broke and entered, and the Grass and Herbage of the said *W.* then and there lately growing, to the Value of five Pounds, with their Feet in walking trod down and consumed, and other Grass and Herbage of the said *W.* there also growing, of the Value of other five Pounds, with Cattle, to wit, Horses, Mares and Geldings, then and there depastured, trod down and consumed; and other Wrongs to him then and there did, to the great Damage of the said *W.* and against the Peace of our said Sovereign Lord the King; whereby the said *W.* saith, he is injured, hath Damage to the Value of twenty Pounds, for which the said *Richard*- by Virtue of an Act of Parliament in that Behalf lately made and provided, is to be answerable, and for which he brings his Suit.

Declaration for entering the Plaintiff's Close and House, and disturbing the Plaintiff in the Possession thereof, and driving away the Plaintiff's Cattle out of the Penn.

Somersetshire, R. H. late of-----in the said
to wit. County-----was attached
to answer *H. P.* of a Plea, wherefore with Force
and Arms he the said *R. H.* together with one *J. S.*
did break and enter the Closes and House of
said *H.* at *Taunton* in the said County, and then
and there hindered and disturbed him in the
quiet Possession and Occupation thereof, and
then and there broke and entered the Calves
Penn or Calves Stye of the said *H.* and drove out
and let loose a sucking Calf of the said *H.* then
and there pent up; and did other Injuries to the
said *H.* to the great Damage of the said *H.* and
against the Peace of our Lord the King; and
whereof the said *H.* by *J. G.* his Attorney com-
plains, that the aforesaid *R. H.* together with the
said *J. S.* the twelfth Day of *March* in the Year
of our Lord One thousand seven hundred and
thirty-two at *Taunton* aforesaid, by Force and
Arms, broke and entered the Closes of the said *H.*
to wit, one Close called the *Outer Courtledge*,
one other Close called the *Inner Courtledge*; and
also the House of the said *Henry*, to wit the
Dwelling-house in which the said *H.* then and
there inhabited; and then and there hindered
and disturbed the said *H.* in the quiet Possession
and

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and Occupation thereof, for a long Time, to wit, for the Space of twenty-four Hours, and then and there broke and entered the Calves Penn or Calves Sty of the said H. adjoining to the said Courtledge, and drove out and let loose a sucking Calf of the said H. then and there pent up; and did other Injuries to the said H. to his great Damage, and against the Peace of the Lord the now King; wherefore he saith, he is prejudiced, and hath Damage to the Value of twenty Pounds; and therefore he brings his Suit.

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Declaration for entering the Plaintiff's Closes, treading down the Grass and disturbing the Plaintiff's Servants at their Work, and threatening them so that they were afraid to do their Work.

Somerſetſhire, W. B. late of—in the ſaid County
to wit. — was attached to answer *R.*
H. of a Plea, wherefore by Force and Arms, he
broke and entered the Closes of the ſaid *R.* at
Taunton, in the ſaid County, and the Grass and
Herbage of the ſaid *R.* then and there in the ſaid
Closes lately growing, to the Value of five
Pounds, with his Feet by walking trod down and
consumed; and other Grass and Herbage of the
ſaid *R.* then and there lately growing, to the
Value of other five Pounds, with Cattle depas-
tured, trod down, eat up and consumed; and
made an Assault on the Servant, Labourers and
Workmen of the ſaid *R.* then and there doing the
Business of the ſaid *R.* and with Threatning and
Menaces of their Lives and Limbs, so terrified,
obstructed and hindered them in their Business,
that by Reason of the Threatnings and Men-
aces aforesaid, the ſaid Servants, Labourers and
Workmen of the ſaid *R.* dared not to proceed to
do their ſaid Business, by which the ſaid *R.* lost
for a long Time the Service of his ſaid Servants,
Labourers and Workmen; so that the Work,
Labour and Business of the ſaid *R.* remained
undone; and did other Injuries to the ſaid *R.* to
the

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the great Damage of the said *R.* and against the Peace of the Lord the now King; and whereof the said *R.* by *J. G.* his Attorney, complains that the said *W.* on the twentieth Day of *April* in the Year of our Lord One thousand seven hundred and thirty-three, at *Taunton* aforesaid, by Force and Arms, broke and entered the Closes of the said *R.* to wit, one Close called the *Nine Acres*, and the other Close called the *Five Acres*, and the Grass and Herbage of the said *R.* then and there in the said Closes, lately growing, to the Value aforesaid, with his Feet by walking trod down and consumed; and other Grass and Herbage of the said *R.* then and there lately growing, to the Value aforesaid, with Cattle depastured, to wit, with Horses, Mares, Bullocks, Cows, Pigs, Sheep and Lambs, trod down, eat up, and consumed; and then and there also made an Assault on the Servants, Labourers and Workmen of the said *R.* then and there doing the Business of the said *R.* to wit, in ploughing, tilling and manuring the Ground of the said *R.* and so threatened the said Servants, Labourers and Workmen to beat, maim and wound them, that by Reason of the Threatnings aforesaid, the aforesaid Servants, Labourers and Workmen of the said *R.* durst not to go on with his Business; so that the said Business remained undone; by means whereof the Ground of the said *R.* remained unploughed, untilled and uncultivated; and that thereby he the said *R.* lost the Profits and Produce thereof for a long Time, to wit, for the space of one Month; and also lost the Work, Labour and Service of his said Servants, Labourers and Workmen for a long Time, to wit, by
the

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the Space of one Month, and did other Injuries to the said *R.* to the great Damage of the said *R.* and against the Peace of the said Lord the King; wherefore he saith, he is prejudiced, and hath Damage to the Value of Twenty Pounds; and therefore he brings his Su t.

Declaration for entering the Plaintiff's House, and taking away his Goods.

Somersetshire, **G.** *L.* late of *Horrington* in the to wit. **G.** said County-----and *W. H.* late of-----in the said County----were attached to answer unto *J. M.* of a Plea, wherefore with Force and Arms, the Mansion or Dwelling-House of the said *J.* at *Wookey* in the County aforesaid, they broke and entered, and the said *J.* from his Possession and Occupation of his Mansion or Dwelling-House, they utterly amoved, ejected and thrust out; and the Money, Goods and Chattles of the said *J.* there found, to the Value of forty Pounds, they took, carried away, spoiled and detained, and did him other Injuries, to the Damage of the said *J.* and against the Peace of our Sovereign Lord the King that now is, and so forth; and whereupon the said *J.* by *R. A.* his Attorney, complains, that the said *G.* and *W.* the third Day of *February* in the Year of our Lord One thousand seven hundred and thirty-two with Force and Arms, and so forth, the Mansion or Dwelling-House of the said *J.* at *Wookey* aforesaid, they broke and entered,

tered, and the said *J.* from his Possession and Occupation of his said Mansion or Dwelling-House they utterly amoved, ejected and thrust out, and the said *J.* so ejected, amoved and thrust out, from the said third Day of *February* until the tenth Day of *May* in the Year of our Lord. One thousand seven hundred and thirty-three, they kept and detained, and the Money, Goods and Chattles, to wit, eight Pounds and nine Shillings of lawful Money of this Realm, four gold Rings, two Feather-Beds and two Bedsteads, four Bell-Mettle Pots, two large Brass Kettles, two small Kettles, one Brass Pan, fourteen Pewter-Dishes, six Pewter-Plates, sixty Geese and Ganders, two Loads of Hay, two Loads of Leavers, half an Hogshead of Cyder, two Boards, two Forms, one Settle, three Tubs, one Chest of Drawers, one Hook, one Hatchet, one Spade, two Pair of Tongs, two Spits, six Shifts, four Holland Sheets, four Shirts, one Coat, one Waistcoat, two Silk Hoods, one Coffe, two Boxes, one Trunk, three Barrels, one Pewter Flaggon, one Pewter Chamber-pot, three Pewter-porringers, two Reeden Hats, four Gowns, eight Coats, two pair of Bodies, two Dozen of Caps, six Aprons, two pair of Shoes, four pair of Stockings, two Cows and two Heifers of the said *J.* then and there found, of the Value of forty Pounds, they took, carried, spoiled and detained, and other Wrongs, and so forth, to the great Damage, and so forth, and against the Peace, and so forth; wherefore the said *J.* saith, that he is prejudiced, and hath Damage to the Value of forty Pounds; and for that he brings his Suit.

Decla-

Declaration against the Defendant for breaking the Plaintiff's House, putting in his Goods, whereby the Plaintiff lost the Benefit of his House.

Middlesex, JOHN Williams, late of *Islington* to wit. J in the said County, Butcher, was attached to answer *Edward Wright* of a Plea, wherefore with Force and Arms, the House of the said *Edward*, at *Islington* aforesaid he broke, and the Goods and Chattels of him the said *John*, in the said House he put and placed, and the said Goods and Chattels so by him put and placed as aforesaid, he permitted to remain for a long Time there, to incumber the House of the said *Edward*, by which the said *Edward* the Use and Benefit of his said House during the whole Time aforesaid lost, and other Enormities to him did, to the great Damage of the said *Edward*, and against the Peace of the Lord the now King, and whereupon the said *Edward*, by J. G. his Attorney, complains, that the aforesaid *John*, the first Day of *January* in the Year of our Lord One thousand seven hundred and thirty-two, with Force and Arms, to wit, Swords, Staves and Knives, the House of the said *Edward*, at *Islington* aforesaid, he broke, and his Goods and Chattels, to wit, (*bere repate the Goods*) in the said House put and placed, and the said Goods and Chattels, so by him put and placed as aforesaid,
said,

said, he permitted to remain for a long Time, to wit, for the Space of one Month next following, in the said House, to incumber the same; whereby the said *Edward*, for the said whole Time, lost the Use and Benefit of his said House, and other Enormities to him did, to the great Damage of the said *Edward*, and against the Peace of the Lord the now King; wherefore the said *Edward* saith, he is prejudiced, and hath Damage to the Value of twenty Pounds; and therefore he brings his Suit.

Declaration for entering the Plaintiff's House, taking away his Goods and detaining them till the Plaintiff paid the Defendant forty Shillings as a Fine.

Somersetshire, T H O M A S Symes, late of—
to wit. in the said County-----was attached to answer *William Grimes* of a Plea, wherefore with Force and Arms, the House of the said *William*, at *Wells*, he broke, and the Goods and Chattels of the said *William*, to the Value of ten Pounds, there found, he took and carried away, and the said Goods and Chattels so, as aforesaid, by him took and carried away, he detained until the said *William* paid forty Shillings to the said *Thomas* as a Fine, for the Delivery thereof to him again, and other Enormities to him did, to the great Damage of the said *William*, against the Peace of the Lord the now King; and whereupon the said *William*, by *J. G.* his Attorney,
com-

complains, that the aforefaid *Thomas*, the tenth Day of *Februrary* in the Year of our Lord One thousand seven hundred and thirty-two, with Force and Arms. to wit, Swords, Staves and Knives, the Houfe of the faid *William*, at *Wells* aforefaid, he broke, and the Goods and Chattels of the faid *William*, to wit, (*here insert the Goods*) then and there found to the Value, and fo forth, took and carried away, and the faid Goods and Chattels fo by him took and carried away, he detained, until the faid *William* paid to the faid *Thomas* forty Shillings, as a Fine for the Delivery thereof to him again; and other Enomities to him did, to the great Damage of the faid *William*, and againft the Peace of the Lord the now King; wherefore the faid *William* faith he is prejudiced, and hath Damage to the Value of twenty Pounds; and therefore he brings his Suit.

Declaration for entering the Plaintiff's Close, cutting down his Trees and Underwood, and spoiling the Ground of the Close with Carts.

Wiltshire, **R**ICHARD *Jefferys,* late of
to wit. *Calne*, in the County, was attached to answer *John Richards* of a Plea, wherefore he, together with *J. S.* late of----in the said County----with Force and Arms, the Close of the said *John*, at *Calne* aforesaid, broke, and the Trees and Underwood of the said *John*, to the Value of forty Pounds, there lately growing, he cut down and carried away; and also his Ground there, with certain Carts, he spoiled and broke up; by which the aforesaid *J.* for a great Time lost the Profit of the said Ground; and other Wrongs to him did, to the great Damage of the said *John*, and against the Peace of the Lord the now King; and whereupon the said *John*, by *J. G.* his Attorney, complains, that the said *Richard*, together with the aforesaid *J. S.* the first Day of *March*, in the Year of our Lord One thousand seven hundred and thirty-two, with Force and Arms, to wit, Swords, Staves and Knives, the Close of the said *John*, at *Calne* aforesaid, he broke, and the Trees, to wit, two Elms, two Oaks, two Ashes and the Underwood, to wit, two Cart-Loads of Underwood to the Value, and so forth, there lately growing, he cut down and carried away; and also his Ground, to wit, three Acres of his Pasture there, with certain Carts he spoiled

spoiled and broke up, by which the said *John*, the Profit of his said Ground, for a long Time, to wit, for the Space of three Months next following, he lost, and other Wrongs to him did, to the great Damage of the said *John*, and against the Peace of the Lord the now King; wherefore he says he is prejudiced, and hath Damage to the Value of twenty Pounds; and therefore he brings his Suit.

Declaration for putting a Mare into a Stable where Plaintiff kept a Stonehorse, and permitting the Stonehorse to cover the Mare, whereby he languished and died.

Somersetshire, **J** O H N *Sommers* complains of to wit. *Henry Roper*, in the Custody of the Marshal, and so forth, for that he the tenth Day of *October* in the sixth Year of the Reign of the now King, with Force and Arms, the House of the said *John*, to wit, a Stable, at *Wells* in the said County, he broke and entered, and also then and there put into the said Stable one Mare of his the said *Henry's*, in which said Stable the said *John* also kept a Stonehorse of the Value of twenty-five Pounds, tied, with a Halter to the Manger of the said Stable; and the said *Henry* then and there took off the said Halter from the Head of the Stonehorse of the said *John*; and the said Stonehorse then and there covered the Mare of the said *Henry*; by which the Stonehorse of the said *John* instantly languished, and after-

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afterwards died, and other Enormities to him did, against the Peace of the said Lord the now King, to the Damage of the said *John* thirty Pounds; and therefore he brings his Suit.

Declaration for entering the Plaintiff's Close with Dogs, chasing his Sheep, and killing some of them.

Somerset, T. C. complains of *W. S.* in the Custody of the Marshal, and so forth, for that he the fifteenth Day of *November*, in the seventh Year of the Reign of the Lord the now King, with Force and Arms, the Close of the said *T.* at *Taunton* in the said County, he broke, and one hundred Sheep of the said *T.* there found with certain Dogs he chased, the said Dogs being accustomed to bite Sheep; that by the chasing the said Sheep, and the biting of the said Dogs, thirty of the said Sheep, to wit, fifteen Wether Sheep, and fifteen Ewes, of the Value of twenty Pounds, died, and the Rest of the said Sheep were greatly damaged, and other Enormities to him did, against the Peace of the said Lord the now King, and to the Damage of the said *T.* thirty Pounds; and therefore he brings his Suit.

Decla-

*Declaration for fishing in the Plaintiff's separate
Fishery.*

*Northamptonshire, A. B. complains of W. F. in
to wit. A. the Custody of the Mar-
shal, and so forth, for that he the said W. with
Force and Arms, the nineteenth Day of October,
in the seventh Year of the Reign of the Lord the
now King, fished in the separate Fishery of him
the said A. at Peterborough in the said County;
and then and there took and carried away Fishes,
to wit, twenty Tenches, twenty Eels, twenty
Gudgeons, twenty Roches, twenty Pikes, twenty
Pickarells, and twenty Perches, to the Value of
five Pounds; and other Enormities to him did,
against the Peace of the said Lord the now King,
and to the Damage of the said A. ten Pound;
and therefore he brings his Suit.*

Decla.

Declaration for entering the Plaintiff's free Warren, and taking away his Partridges.

Wiltshire, J. S. complains of *W. N.* in the Custody of the Marshal, and so forth, for that the said *W.* the eighteenth Day of September, in the sixth Year of the Reign of the Lord the now King, &c. with Force and Arms, the free Warren of him the said *J.* at Calne in the said County, broke, and in the same, against the Will, License, and Consent of the said *J.* entered, and then and there took and carried away twenty Partridges, and other Enormities to him did, against the Peace of the said Lord the now King, and to the Damage of the said *J.* ten Pounds; and therefore he brings his Suit.

being
Declar-

Declaration for hanging Nets to the Plaintiff's Posts, and preventing the Plaintiff's Fishing.

Somerset, **H**ENRY Slaughter, late of — in to wit. the said County, — was attached to answer *John Bridges* of a Plea, wherefore with Force and Arms he hung, fixed and fastened divers Nets to the Stakes and Posts of the said *John*, of the Value of ten Pounds, lately erected, placed, fixed and being at — in the said County, for him the said *John* to hang and fasten his Nets thereto, and therewith catch Fish there, and continued the said Nets so hung, fixed and fastened to the said Stakes and Posts for a long Time; whereby the said *John* lost the Use and Benefit of his said Stakes and Posts, and the Profits of his Fishing there for a long Time, and did him other Injuries, to the great Damage of the said *John*, and against the Peace of the Lord the now King: And whereupon the said *John*, by J. G. his Attorney complains, that the said *Henry*, upon the sixth Day of *September*, in the Year of our Lord One thousand seven hundred and thirty-three, and at divers other Days and Times between that Day and the tenth Day of the same Month of *September*, in the Year of our Lord aforesaid with Force and Arms, hung, fixed and fastened divers Nets to the Stakes and Posts, to wit, to fifty Stakes, and fifty Posts, of the said *John*, to the Value, *60s.* then erected, placed and fixed, and being

being at-----aforesaid, for him the said *John* to hang and fasten his own Nets thereto, and therewith catch Fish there; and the said *Henry* continued the said Nets, so by him hung, fixed and fastened to the said Stakes and Posts, for a long Time, to wit, during all the Time aforesaid; whereby the said *John*, during all the Time aforesaid, lost the Use and Benefit of his said Stakes and Posts, and the whole Profit of his Fishing there, and did him other Injuries, to the great Damage of the said *John*, and against the Peace of the Lord the now King; wherefore he saith he is prejudiced, and hath Damage to the Value of ten Pounds; and therefore he brings his Suit.

Declarations in *Affault*.

Declaration for assaulding and beating the Plaintiff.

Somerſet, **H**ENRY *Johnſon*, late of *Taunton* to wit. in the ſaid County, Yeoman, was attached to answer *William Webber* of a plea, wherefore by Force and Arms, at *Taunton* in the ſaid County, on him the ſaid *William* he made an Affault, and him beat, wounded, and evilly treated, ſo that his Life was deſpaired of, and other Wrongs to him did, to the great Damage of the ſaid *William*, and againſt the peace of the Lord the now King; and whereupon the ſaid *William*, by *R. F.* his Attorney, complains, That the ſaid *Henry*, the twenty-ſeventh Day of *April*, in the Year of our Lord One thouſand ſeven hundred and thirty-two, by Force and Arms, to wit, with Swords, Staves and Knives on him the ſaid *William*, at *Taunton* aforeſaid, made an Affault, and him the ſaid *William* then and there beat, wounded, and evilly treated, ſo that his Life was deſpaired of; and other enormities to him did, to the great Damage of the ſaid *William*, and againſt the peace of the Lord the now King; wherefore he ſaith he is worſe, and hath Damage to the Value of twenty pounds; and therefore he brings his Suit.

Decla-

*Declaration for assaulting the Plaintiff's Wife,
and carnally knowing her.*

Middlesex, **R**ICHARD Stevens, late of---
to wit. in the said County,---was at-
tached to answer *William Collins* of a Plea, where-
fore by Force and Arms, on *Catharine*, the Wife
of the said *William*, at *Westminster*, in the Coun-
ty of *Middlesex* aforesaid, he made an Assault,
and her the said *Catharine* there seized, corrupt-
ed, ravished, and carnally knew, by which the
said *William* lost the Help, Solace, Comfort, and
Counsel of his said Wife, and other Enormities
to the said *William* did, to the great Damage of
the said *William*, and against the Peace of the
Lord the now King, and so forth; and where-
upon the said *William*, by *N. M.* his Attorney
complains, that the said *Richard*, the first Day of
August, in the sixth Year of the Reign of the now
Lord the King, by Force and Arms, to wit,
with Swords, Staves and Knives, on *Catharine*
the Wife of the said *William* at *Westminster* a-
foresaid, he made an Assault, and her the said
Catharine then and there seized, corrupted, ra-
vished and carnally knew, whereby the said *Wil-*
liam the Help, Solace, Comfort, and Counsel of
his said Wife lost, and other Enormities, and so
forth, to the great Damage, and so forth, and a-
gainst the Peace, and so forth; wherefore he saith
he is worse, and hath Damage to the Value of
five hundred Pounds; and therefore he brings
his Suit, and so forth.

M

Decla-

Declaration for assaulting the Plaintiff, and imprisoning her.

Somersetshire, HENRY Green, late of Taun-
ton in the said County, Esq;
 was attached to answer *Joan Bridges*, Spinster,
 of a Plea, wherefore with Force and Arms he
 made an Assault upon her, at *Taunton* aforesaid,
 and beat and wounded, and evilly treated her, so
 that her Life was despaired of, and imprisoned
 her, and detained her there in Prison for a long
 Time, contrary to the Laws and Customs of this
 Realm, and did her other Injuries, to the great
 Damage of the said *Joan*, and against the Peace
 of his present Majesty; and whereupon the said
Joan, by *W. H.* her Attorney, complains, that
 she and *Henry*, upon the fifteenth Day of *Decem-*
ber, in the sixth Year of the Reign of his present
 Majesty, with Force and Arms, to wit, with
 Swords, Staves and Knives, made an Assault up-
 on the said *Joan*, at *Taunton* aforesaid, and then
 and there beat, wounded, and evilly treated her,
 so that her Life was despaired of, and then and
 there imprisoned her, and kept her in Prison for a
 long Time, to wit, for the Space of two Months
 then next following, contrary to the Laws and
 Customs of this Realm; and did her other In-
 juries, to the great Damage of the said *Joan*, and
 against the Peace of the Lord the now King;
 whereby she saith she is prejudiced and Damaged
 to the Value of five hundred Pounds; and for
 that she brings her Suit.

Decla-

Declaration for an Assault.

Middlesex, **WILLIAM** *White*, complains to wit. of *Henry Sawyer*, in the Custody of the Marshal, &c. for that he the said *Henry*, the fifth Day of *August*, in the seventh Year of the Reign of the Lord the now King, with Force and Arms, to wit, Swords, Staves and Knives, on the said *William* at *Islington*, in the County aforesaid, made an Assault, and him then and there beat, wounded and evilly treated, so that his Life was despaired of; and other Enormities to him did, against the Peace of the Lord the now King, and to the Damage of the said *William* fifty Pounds; and therefore he brings his Suit.

Declaration for an Assault and Imprisonment.

Middlesex, **T**. *W.* complains of *D. E.* in the
to wit. **T.** Custody of the Marshal, &c. for
that, to wit, that he the said *D.* the fourth Day of
June, in the sixth Year of the Reign of the Lord
the now King, at *Islington* in the said County,
made an Assault upon him the said **T.** and him
beat, wounded, imprisoned, and evilly treated,
and kept and detained him the said **T.** in Prison
for a long Time, to wit, for the Space of ten
Days, against the Will of him the said **T.** and
against the Laws and Customs of this Realm;
and other Enormities to him did, against the
Peace of the Lord the now King, and to the Da-
mage of the said **T.** forty Pounds; and therefore
he brings his Suit.

*Declaration for Assaulting and beating the Plaintiff's
Servant, whereby he was deprived of his Service.*

Somerset, **J**. *AMES Moore*, late of---in the said
to wit. **J.** County, was attached to answer
William Jonnings of a Plea, wherefore with Force
and Arms, at *Wells* in the said County, on one
Samuel Wise, a Servant of the said *William*, he
made an Assault, and him the said *Samuel* then
and there beat, wounded and evilly treated, so
that

that he could not go about, attend, and perform, the lawful Business of him the said *William*; whereby the lawful Business of him the said *William* was undone and unperformed, and the said *William* lost, and was deprived of the Service of the said *Samuel* his Servant for a long Time; and other Enormities to him did, to the great Damage of the said *William*, and against the Peace of the Lord the now King; and whereupon the said *William*, by *J. G.* his Attorney, complains, that the said *James*, the first Day of *May*, in the Year of our Lord One thousand seven hundred and thirty-three, at *Wells* in the said County, with Force and Arms, to wit, Swords, Staves and Knives, on *Samuel Wise*, a Servant of the said *William*, he made an Assault, and him the said *Samuel* then and there beat, wounded, and evilly treated, so that he could not go about, attend and perform the lawful Business of him the said *William*; whereby the lawful Business of the said *William* was undone and unperformed; and the said *William* lost, and was deprived of the Service of the said *Samuel* for a long Time, to wit, for the Space of three Months; and other Enormities to him did, to the great Damage of the said *William*, and against the Peace of the Lord the now King; wherefore he says he is prejudiced, and hath Damage to the Value of fifty Pounds; and therefore he brings his Suit.

Declaration for Assaulting the Plaintiff, and taking from him a Hare.

Gloucestershire, **J** O H N Price, late of-----in
to wit. the said County---was attached
to answer *Robert William* of a Plea, wherefore
with Force and Arms on the said *Robert*, at *Yate*
in the said County, he together with *James Nor-*
ris of---aforesaid---made an Assault, and him
beat, wounded, and evilly treated, so that his
Life was despaired of, and a Hare of the said
Robert's of the Value of five Shillings, then and
there found, violently, and with Force, wrenched
and took from him, and carried away, to the
great Damage of the said *Robert*, and against
the Peace of the Lord the now King, and so
forth; and whereupon the said *Robert*, by *J. W.*
his Attorney complains, that the said *John*, toge-
ther with the said *James Norris*, the seventh Day
of *September*, in the Year of our Lord One thou-
sand seven hundred and thirty-three, with Force
and Arms, to wit, Swords and Staves, on him
the said *Robert*, at *Yate* aforesaid, made an Af-
sault, and him did beat, wound and evilly treat,
so that of his Life it was despaired, and a Hare of
the said *Robert's*, of the Value of five Shillings,
then and there found, which the said *Robert*
then had in his Possession, violently with Force,
and against the Will and Consent of the said *Ro-*
bert.

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bert, they wrenched away, and took from him and carried away, and did him other Injuries, to the great Damage of the said *Robert* and against the Peace of the Lord the now King; wherefore the said *Robert* says he is prejudiced, and hath Damage to the Value of twenty Pounds; and therefore he brings his Suit.

*Pleas and Issues in Trespass,
and Trespass and Assault.*

Not guilty in Trespass in the Common Pleas.

AND the aforesaid C. by J. G. his Attorney, comes and defends the Force and Injury, when and where the Court shall take the same into Consideration, and saith, that he is in no wise guilty of the Trespass aforesaid, as the abovesaid A. against him complains, and of this he puts himself on the Country, and the said A. likewise: Therefore the Sheriff is commanded, that he cause to come here, twelve free and lawful Men of the Body of his County, by whom the Truth of the Matter will be better known, and who are neither of Kin to the aforesaid A. nor to the aforesaid C. to recognize a Verdict between the said Parties; because as well the said A. as the said C. have put themselves upon the said Jury.

The same in the King's Bench.

-----Consideration, and says, he is in no wise guilty; and of this he puts himself on the Country, and the aforesaid *A.* likewise; therefore let a Jury come, &c. *as before in Pleas and Issues in Case.*

Not guilty in Trespass and Assault.

-----And says, he is in no wise Guilty of the Trespass and Assault, as the aforesaid *A.* against him complains; and this, &c. *as before.*

In Assault and Imprisonment.

-----And says, he is in no wise Guilty of the Trespass, Assault, and Imprisonment as the aforesaid *A.* against him complains; and of this, &c. *as before.*

In the King's Bench.

-----And says, he is in no wise Guilty; and of this, &c.

Now Son Assault Demesne.

-----Consideration; and as to coming with Force and Arms, or any thing which is contrary to the Peace of the Lord the now King, he says he is not Guilty thereof; and of this he puts himself upon the Country; and the aforesaid *A.* likewise; and as to the Residue of the Trespass aforesaid, above supposed to be done, the said *C.* saith, that the aforesaid *A.* ought not to have or maintain his Action aforesaid against him, because he saith, that the aforesaid *A.* the Day and Year aforesaid, in the Declaration aforesaid, above specified at-----aforesaid, in the County aforesaid, with Force Arms upon him the said *C.* made an Assault, and would then and there have beat, wounded, and evilly treated him the said *C.* unless he the said *C.* had then and there defended himself against the above-named *A.* and so the same *C.* says, that the Mischief or Damage, if that any then and there happened to the same *A.* was the proper Assault of him the said *A.* and in Defence of him the said *C.* and this he is ready to aver; wherefore he prays Judgment if the aforesaid *A.* ought to have or maintain his Action aforesaid thereof against him.

Repli.

Replication.

AND the aforesaid *A.* saith, that he by any thing by the aforesaid *C.* above pleaded, ought not to be precluded from having his Action aforesaid against him the said *C.* because he saith, that the aforesaid *C.* of his own proper Wrong, and without any such Cause by him above in pleading alledged, on him the said *A.* made an Assault, and him beat, wounded, and evilly treated in Manner and Form as the aforesaid *A.* above against him complains; and this he prays may be enquired by the Country; and the said *C.* likewise: Therefore, as well to try that Issue, as the other Issue, between the said *A.* and *C.* above joined, Let a Jury come, &c. as before.

The same in the Common Pleas, only instead of the Words *ought not to have and maintain his Action aforesaid*, say, *ought not to have his Action aforesaid.*

Plea.

Plea. The Defendant justifies the taking the Plaintiff and imprisoning him, as Under-Sheriff to the Sheriff of Hereford, on an Attachment of Privilege, issued out of the Court of Common Pleas against him.

-----Consideration; and as to coming with Force and Arms, and also all the Trespass aforesaid, besides the Assault and Imprisonment above by him supposed to be committed; he says, that he is not thereof Guilty, as the aforesaid *A.* above against him complains; and of this he puts himself upon the Country, and the said *A.* likewise; and as to the Assault and Imprisonment above by him supposed to be committed, he says that the aforesaid *A.* ought not to have or maintain his Action aforesaid against him; because he saith, that at the aforesaid Time, in which the Assault and Imprisonment aforesaid is supposed to be committed, one *H. R.* was the Sheriff of the County of *Hereford*, and that he the said *C.* at the same Time, in which &c. was Under-Sheriff to the said *H. R.* of the said County of *Hereford*; and that before the aforesaid Time, in which the aforesaid Assault and Imprisonment is supposed to be committed, to wit, the ---Day of---in the---Year of the Reign of---a certain Writ of the Lord the King of Attachment of Privilege, at the Suit of one *R. R.* then one of the Attornies of the Court of the Lord the King of the Bench, was sued out by the said *R. R.*

R. out of the said Court of the Lord the King of the Bench here, to wit, at *Westminster*, in the County of *Middlesex*, directed to the said then Sheriff of *Hereford*; by which said Writ; the said Lord the now King commanded the then said Sheriff, that he should attach the said C. so that he might have him before the Justices of the Lord the King at *Westminster*, on *Wednesday* next after fifteen Days of *Easter*, to answer to the aforesaid R. R. one of the Attornies of the Court of the said Lord the King of the Bench here, according to the Liberty and Priviledge of the said Court for such Attornies, and other Ministers of the same Bench, for Time immemorial used and approved in the same, of a Plea of Trespass on the Case, and that he should have there that Writ; which said Writ of the said R. R. afterwards, to wit, the same Day and Year aforesaid, at-----was delivered to the said C. Under Sheriff of the aforesaid H. R. then being Sheriff of the County of *Hereford*, in Form of Law to be executed; by Virtue of which said Writ, the said C. Under-Sheriff of the aforesaid H. R. Sheriff of the County of *Hereford*, as aforesaid, being at the City of *Hereford* in the County of the said City, took and arrested the said A. and him the said A. in his Custody, on that Occasion for the Time aforesaid in the Declaration above specified, kept, as it was lawful for him to do, without that, that he the said C. is guilty of the Assault and Imprisonment aforesaid, to wit, at-----aforesaid, or any where out of the County of *Hereford*, at the aforesaid A. above against him complains; and this he is ready to verify; wherefore he prays Judgment if the aforesaid A. ought to have his Action against him.

Repli-

Replication.

AND the aforesaid *A.* as to the said Plea of the aforesaid *C.* as to the Assault and Imprisonment aforesaid above in Bar pleaded, he saith that he, by any thing in the said Plea alledged, ought not to be precluded from having his Action aforesaid against him the said *C.* because he saith, that the aforesaid *C.* on the aforesaid----Day of----in the Declaration aforesaid above specified of his own proper Wrong, and without such Cause by him the said *C.* above in pleading alledged, on him the said *A.* made an Assault, and him *A.* imprisoned against the Peace of the Lord the now King, and as he the said *A.* above against the said *C.* hath complained; and this he prays may be inquired by the Country; and the aforesaid *C.* likewise: Therefore as well for trying that Issue as the other Issue above, between the said *A.* and *C.* joined, the Sheriff is commanded that he cause to come here twelve, &c. by whom, &c. and who neither, and to recognize a Verdict, &c. because as well, &c.

Decla-

Declarations in REPLEVIN *with*
Avoweries Pleas, Replications
thereto.

Somerſet, J. L. of-----in the County aforeſaid
 to wit. *J. D.* was ſummoned to answer to *J. D.*
 of a Plea, wherefore he took the Cattle of the
 ſaid *J. D.* and unjuſtly detained them againſt
 Pledges and Sureties, and ſo forth, and where-
 fore the ſaid *J. D.* by *R. A.* his Attorney, com-
 plains that the aforeſaid *J. L.* the----Day of---in
 the Year of our Lord one thouſand ſeven hundred
 and thirty-two at the Pariſh of *C.* in the County
 aforeſaid, in a certain Cloſe there called the Or-
 chard, he took the Cattle of the ſaid *J. D.* to wit,
 ſeven Calves, and unjuſtly detained them againſt
 Pledges and Sureties until, and ſo forth; where-
 fore the ſaid *J.* ſaith, that he is injured, and hath
 Damage to the Value of ten Pounds c and there-
 fore he bringeth his Suit.

Avowry.

AND the ſaid *J. L.* by *T. H.* his Attorney,
 comes and defends the Force and Injury, and
 all that which he ought to defend, when and
 where the Court ſhall award, and well avows the
 Taking

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Taking of the said Cattle in the said Place where the Taking of the said Cattle is above supposed to be done, and justly, because he saith, that the said Place called the Orchard, in which the Taking of the said Cattle is above supposed to be done, at the said Time in which the said Taking of the said Cattle is above supposed to be done, did, and now doth contain by Estimation one Acre of Land in the Parish of C. aforesaid, and then was and now is the Soil and Freehold of the said J. L. and because the said Cattle, at the said Time in which the said Taking of the said Cattle is above supposed to be done, were in the said Place, in which they were taken, eating the Grass and doing Damage there, the said J. L. well avows the Taking of them there in the Name of a Distress for that Damage, and that justly; and this he is ready to verify; wherefore he prays Judgment and Return of these Cattle, together with his Damages and Costs in this Respect, to be adjudged to him.

Pled

Plea in Bar to the Averry.

AN D the said J. D. saith, that the said J. L. for the Reason before alledged, cannot justly avow the Taking of the said Cattle in the said Place where the same are above supposed to be taken, because he saith, that before the said Time when the taking of the said Cattle is above supposed to be done, and at the said Time when, and so forth, he the said J. D. was possessed of a certain Close of Pasture-Ground, containing five Acres, called the Grove, situate in the Parish of B. in the County aforesaid, on the East-Side of a certain Brook or Stream of Water there called L. Brook, which Brook or Stream separates and divides the said Close of the said J. D. called the Grove, from the said Close of the said J. L. called the Orchard, in which the Taking of the said Cattle is above supposed to be done, and that the Possessors and Occupiers of the said Close called the Orchard, in which the Taking of the said Cattle is above supposed to be done, from Time whereof the Memory of Man is not to the contrary, have been used and accustomed, and of Right ought to make, repair, maintain and keep a sufficient Hedge and Fence on the West-Side of the said Brook or Stream, extending from a certain Ash-Tree standing in the Acre of the said J. D. called the Grove, towards the South, as far as the said Close called the Orchard, in which and so forth, doth extend Southward,

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to hinder and prevent the Cattle depasturing in the said Close of the said *J. D.* called the Grove, from escaping, and entering by passing through the said Brook or Stream into the said Close of the said *J. L.* in which, and so forth, to do any Damage there; and the said *J. D.* further saith, that he being so possessed of the said Close, called the Grove, before the said Time, where the Taking of the said Cattle is above supposed to be done, did put his said Cattle into the said Close called the Grove, to depasture there; and because the said Hedge and Fence of the said *J. L.* on the West-Side of the said Brook or Stream, from the said Ash-Tree, towards the South, at the said Time when the said Taking the said Cattle is above supposed to be done, and before that Time, was broken and out of Repair, the said Cattle of the said *J. D.* so put to depasture in his said Close called the Grove, at the said Time when and so forth, did pass through the said Brook or Stream, and from thence into the said Close of the said *J. L.* called the Orchard, in which the Taking of the said Cattle is above supposed to be done, by and through the Gaps and Breaches then being in the said last mentioned Hedge and Fence, for Want of sufficient Repair thereof, did escape and enter, without the Knowledge of the said *J. D.* and the said *J. L.* did thereupon then and there take, and unjustly detain the said Cattle in Manner and Form as the said *J. D.* above complains against him; and this he is ready to verify; wherefore for that the said *J. L.* doth above acknowledge the Taking and Detaining of the said *J. D.* prays Judgment and his Damages, by

Rea-

Reason of the taking and unjustly detaining of the said Cattle, to be adjudged to him, and so forth.

Replication.

AND the said *J. L.* as before says, that the Cattle aforesaid, at the aforesaid Time, when the Taking of the same Cattle is specified to be done, were wrongfully in the said Place called the Orchard, in which the Taking of the same Cattle is supposed to be done, doing Damage there in Manner and Form as the said *J. L.* hath by his Avowry aforesaid above alledged, without that, that the Possessors and Occupiers of the said Close called the Orchard, in which the Taking the Cattle aforesaid is supposed to be done, from Time whereof the Memory of Man is not to the contrary, have been used and accustomed, and of Right ought to make, repair, maintain and keep a sufficient Hedge and Fence on the West-Side of the said Brook or Stream, extending from a certain Ash-Tree, standing in the Close of the said *J. D.* called the Grove, towards the South, as far as the said Close called the Orchard, in which, and so forth, doth extend Southward, as to hinder and prevent the Cattle depasturing in the said Close of the said *J. D.* called the Grove from escaping and entering, by passing through the said Brook or Stream into the said Close of the said *J. D.* in which, and so forth, to do any Damage there, as the said *J. D.* hath

hath above alledged in his Plea; and this he is ready to verify; wherefore, as before, he prays Judgment, and a Return of the Cattle aforesaid, together with his Damages and Costs, to be adjudged to him in this Behalf.

Rejoinder and Issue.

AND the said *J. L.* as before saith, That the Possessors and Occupiers of the said Close called the Orchard, in which the Taking the Cattle aforesaid is supposed to be done, from Time whereof the Memory of Man is not to the contrary, have been used and accustomed, and of Right ought to make, repair, maintain and keep a sufficient Hedge and Fence on the West-Side of the said Brook or Stream, extending from a certain Ash-Tree standing in the Close of the said *J. D.* called the Grove, towards the South, as far as the said Close called the Orchard, in which, and so forth, doth extend, to hinder and prevent the Cattle depasturing in the said Close of the said *J. D.* called the Grove, from escaping and entering, by passing thro' the said Brook or Stream into the Close of the said *J. L.* in which, &c. to do any Damage there, as the said *John Dyer* hath above alledged in his Plea; and this he prays may be inquired of by the Country, and so forth: And the said *J. L.* likewise; Therefore the Sheriff is commanded, that he cause to come here in----- twelve good, &c. by whom, &c. and whom either, &c. to recognize, &c. because as well, &c.

Ans-

*Another with the Avowry, Plea
in Bar, Replication and Issue.*

Somerſet. **N.** B. was ſummoned to answer to
to wt. **G. L.** in a Plea, whereof he took
one Gelding of the ſaid **G.** and unjuſtly detained
him againſt Sureties and Pledges, until Delive-
rance thereof was made to the ſaid **G.** by Reple-
vin; and whereas the ſaid **G.** by **T. P.** his At-
torney, complains, that the ſaid **N.** the fifteenth
Day of *Novemb: r* in the fifth Year of the Reign of
the Lord the King that now is, at **C.** in the
County aforeſaid, in a certain Cloſe there called
the *Rack-Cloſe*, took one Gelding of the ſaid **G.**
and unjuſtly detained him againſt Sureties and
Pledges, until, and ſo forth; whereupon the ſaid
G. ſaith, that he is made worſe, and hath Damage
to the Value of twenty Pounds; and there-
upon he brings his Suit, and ſo forth.

Avowry.

Avowry.

AND the said *N.* by his Attorney, comes and defends the Force and Injury, and the Damages, and whatever else he ought to defend, when and where the Court shall award, and a certain Place called *Rack-Close*, in *C.* aforesaid, in the County aforesaid, without this, that he took the said Gelding in the said Place called *Washing Acre*, as by the said Declaration is above supposed; and this he is ready to verify; wherefore he prays Judgment of the said Declaration, and for having a Return of the said Gelding, the said *N.* he well avows the Taking of the said Gelding in the said Close called *Rack-Close*, and justly, and to forth, because he saith, that the said Close called *Rack-Close*, long before the said Time, when the Taking of the said Gelding is above supposed to be done, to wit, the fourth Day of *September* in the eighth Year of the Reign of *William* the third, late King of *England*, *Scotland*, *France* and *Ireland*, and long before, from the Time whereof the Memory of Man is not to the contrary, was Parcel of the Manor of *Chilton Grivett*, with the Appurtenances in *C.* aforesaid in the County aforesaid, of which said Manor with the Appurtenances, of which the said Close, called *Rack-Close*, is Parcel, one *W. H. Esq*; the said fourth Day of *September* in the Year last above mentioned, was seized in his

De-

Demefne as of Fee: And being fo thereof feized, the faid *W.* before the faid Time, when the Taking of the faid Gelding is above fupposed to be done, to wit, the fame fourth Day of *September* in the Year laft above-mentioned, at *C.* aforefaid, in the County aforefaid, demifed the faid Clofe called *Rack-Clofe* (amongft other Things) to one *N. B.* Father of the faid *N. B.* the Defendant in this Caufe, to have and to hold to the faid *N. B.* the Father, his Executors, Administrators and Affigns, for the Term of ninety and nine Years, if the faid *N. B.* the Son, the Defendant in this Caufe, fhould fo long live. By Virtue of which Demife, the faid *N. B.* the Father, the fame fourth Day of *September* in the Year laft above-mentioned, entered into the Clofe called the *Rack-Clofe* (amongft other Things) and was thereof poffeffed; and being fo thereof poffeffed, the faid *N. B.* the Father, afterwards, and before the faid Time when the Taking of the faid Gelding, is above fupposed to be done, to wit, the tenth Day of *November*, in the Year of our Lord One thoufand feven hundred and eighteen, at *C.* aforefaid, did make his Will and Teftament, by which faid laft Will and Teftament, the faid *N. B.* the Father, made and appointed the faid *N. B.* the Son, the Defendant in this Caufe, Executor of the faid laft Will and Teftament; and that the faid *N. B.* the Father, afterwards, and before the Taking of the faid Gelding is above fupposed to be done, died, to wit, at *C.* aforefaid; after whole Death, Administration of all and fingular the Goods and Chattels which were the faid *N. B.* the Father's at the Time of his Death, by *E. A.* Profeffor of
 Divi-

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Divinity, Archdeacon of the Archdeaconry of T. lawfully constituted, the eighth Day of May, in the Year of our Lord one thousand seven hundred and nineteen at T. aforesaid, was committed to the said N. B. the Son, the Defendant in this Cause, as Executor of the Will of the said N. B. the Father: By Virtue whereof, the said N. B. the Son, the Defendant in this Cause, before the said Time, when the taking of the said Gelding is above supposed to be done, entered into the said Close called *Rack-Close*; and at the same Time, when the taking of the said Gelding is above supposed to be done, was thereof possessed; and for that the said Gelding, at the said Time, when the taking of the Gelding is above supposed to be done, was in the said Close called *Rack-Close*, eating the Grass there, and doing Damage in the same, the said N. B. the Defendant, in this Cause, well avows the taking of the said Gelding in the said Close, called *Rack-Close*, and justly, and so forth, so doing Damage there, and so forth.

Plea

Plea in Bar to the Avowry.

AND the said G. L. saith, that the aforesaid N. B. for the Reason before alledged, the taking of the said Gelding aforesaid in the aforesaid Close, called *Rack-Close*, ought not justly to avow, because he saith, that a certain Close called *Washing Acre* before the said Time, when the taking the said Gelding, is above supposed to be done, to wit, the sixteenth Day of *September* in the Year of our Lord One thousand seven hundred and thirteen, and long before, from the Time whereof the Memory of Man is not to the contrary, was Parcel of the Manor of *Chilton Crivett*, with the Appurtenances in C. aforesaid, in the County aforesaid, of which said Manor with the Appurtenances, the said Close called *Washing Acre*, is Parcel, one T. P. and R. R. R. D. G. S. and R. U. the fifteenth Day of *September* in the Year last above mentioned, were seized in their Demesne, as of Fee, and being so seized, the said T. P. and R. R. R. D. G. S. and R. U. before the said Time when the taking of the said Gelding is above supposed to be done, to wit, the same fifteenth Day of *September* in the Year last above mentioned, at C. aforesaid, in the County aforesaid, demised the said Close called *Washing Acre*, amongst other Things, to one G. T. to have and to hold to the said G. T. his Executors, Administrators and Assigns for the Term of ninety-nine Years, if G. T. and A.

N

T.

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T. Son and Daughter of the said G. T. or either of them should so long live: By Virtue of which Demise, the said G. T. the Father, afterwards, to wit, the same fifteenth Day of *September* in the Year last above mentioned, entered into the Close called *Washing Acre*, amongst other Things, and was thereof possessed, and being so thereof possessed, the said G. T. the Father, afterwards and before the said Time, when the taking of the said Gelding is above supposed to be done, to wit, upon the third Day of *October* in the Year of our Lord One thousand seven hundred and twenty-seven, made his last Will and Testament in Writing, by which said last Will and Testament, the said G. T. the Father, made and appointed G. T. his Son, Executor, and gave and bequeathed the said demised Premises to the said R. T. his Son, his Executors, Administrators and Assigns; and the said G. T. the Father, afterwards, and before the taking of the said Gelding is above supposed to be done, to wit, the fourth Day of *October* in the Year of our Lord one thousand seven hundred and twenty-seven, died at C. aforesaid, after whose Death, the said G. T. the Son, the Executor aforesaid, to the said Gift and bequest of the said demised Premises, afterwards, to wit, the tenth Day of *October* in the Year of our Lord one thousand seven hundred and twenty-seven, and before the taking of the said Gelding is above supposed to be done, assented; by Virtue of which said Gift, Bequest, and Assent, the said R. T. afterwards, and before the Time of taking the said Gelding, is above supposed to be done, to wit, on the same ~~same~~ Day of *October* in the Year last above mentioned,

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tioned, entered into the said Close called *Washing Acre*, amongst other Things, and was thereof possessed; and being so thereof possessed, the said R. T. afterwards and before the said Time when the taking of the said Gelding is above supposed to be done, to wit, on the---Day of--- in the Year of our Lord one thousand seven hundred---at C. aforesaid, demised, amongst other Things, the said Close called *Washing Acre*, with the Appurtenances, unto G. M. to hold to him the said G. M. for---from---by Virtue of which said Demise, the said G. M. afterwards, and before the said Time, when the taking of the said Gelding is above supposed to be done, to wit, on the---Day of the same---entered into the said Close called *Washing Acre*, and was thereof possessed, and being so thereof possessed, the said G. M. afterwards, and before the said Time, when the taking of the said Gelding is above supposed to be done, to wit, on the twenty-sixth Day of *March* in the Year of our Lord one thousand seven hundred thirty and one, at C. aforesaid, demised the said Close called *Washing Acre*, with the Appurtenances, unto one J. S. to hold to him the said J. S. for one whole Year, from the twenty-fifth Day of the same *March*; by Virtue of which said Demise, the said J. S. afterwards and before the said Time, when the taking of the said Gelding is above supposed to be done, to wit, the twenty-seventh Day of the same *March*, entered into the said Close called *Washing Acre*, and was thereof possessed, and being so thereof possessed, the said J. S. afterwards and before the said Time, when the taking of the said Gelding is above supposed to be done,

to wit, the twenty-ninth Day of *September* in the Year of our Lord one thousand seven hundred and thirty-one, at *G.* aforesaid demised the said Close called *Washing Acre*, unto the said *G. L.* to hold to him the said *G. L.* from thenceforth, to the End of the said Year: By Virtue of which said Demise, he the said *G. L.* afterwards, to wit, the thirtieth Day of *September* in the Year last above mentioned, entered into the said Close called *Washing Acre*, and was thereof possessed; and the said *G.* farther saith, that the said Close called *Washing Acre*, and the said Close called *Rack-Close*, lie contiguous, and that the Tenants and Occupiers of the said Close called *Rack-Close* have used, been accustomed, and of Right, ought to repair the Hedges and Fences between the said two Closes, that the Cattle put into the said Close called *Washing Acre*, to depasture and eat the Grass there, might not escape thence and go into the said Close called *Rack-Close*, to eat the Grass, and do Damage there; and the said *G.* farther saith, that he being so possessed of the said Close called *Washing Acre*; and before the Time of taking the said Gelding, he put the same Gelding into the said Close called *Washing Acre*, to depasture and eat the Grass then and there growing; and the said Gelding was there feeding until afterwards, to wit, on the Day and Year in which the said Gelding was so taken, escaped, against the Will of the said *G.* from and out of the said Close called *Washing Acre*, by, thro' and over the said Hedges and Fences, and entered into the said Close called the *Rack-Close*, in which, and so forth, and did Damage there, for that the said Hedges and Fences were then
and

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and there broken down and in Decay, for want of repairing thereof by his the said N.'s Default; and this he is ready to verify; whence for that the said N. doth above avow the taking the said Gelding in the Place aforesaid, in which, &c. he the said G. prayeth Judgment, and his Damages, by Reason of the unjust taking, and Detention of the said Gelding to be adjudged unto him, &c.

Replication and Issue.

AN D the said N. B- protesting, That the said Gelding, on the Day and Year in which the said Gelding was so taken as aforesaid, did not escape from and out of the said Close called *Wasbing Acre*, by and through the Fences between the said Close called *Wasbing Close*, and the said other Close called *Rack-Close*, and enter into the said Close called *Rack-Close*, in which, &c. for that the Hedges and Fences between the said Closes were then and there broken down and in Decay for the want of Repairing thereof, by this the said N.'s Default, as the said G. hath above alledged; for Plea, the said N. saith, that the said Close called *Wasbing Acre*, and the said Close called *Rack-Close*, do not lie contiguous, as the said G. hath above in Pleading alledged; and of this the said N. puts himself upon the Country; and the said G. doth the same, therefore it is commanded to the Sheriff, &c. as before.

Declarations in *Ejectment*.*Declaration in Ejectment in the Common Pleas.*

Somerset, J. *W.* late of---in the County afore-
 to wit. *J.* said---was attached to answer *R. A.*
 in a Plea, wherefore with Force and Arms he
 entred into (*here insert the Premises*) with the
 Appurtenances in the Parish of---which *M. B.*
 demised to the said *R.* for a Term which is not
 yet expired, and ejected him from his said Farm,
 and other Wrongs to him did to the great Da-
 mage of the said *R.* and against the Peace of our
 now Sovereign Lord the King; and whereupon
 the said *R.* by *J. T.* his Attorney complains, that
 whereas the said *M. B.* on the---Day of---in
 the---Year of the Reign of his said late Majesty,
 at---in the County aforesaid, had demised to the
 said *R.* the said Tenements, with the Appurte-
 nances, to have and to hold the said Tenements
 with the Appurtenances, to the said *R.* and his
 Assigns, from the---Day of---then last past, to
 the full End and Term of five Years, fully to
 be compleat and ended; by Virtue of which said
 Demise, the said *R.* entred into the said Tene-
 ments with the Appurtenances, and was possess-
 ed thereof: And the said *R.* being so possessed,
 the said *J. W.* afterwards, that is to say on the
 same---Day of---in the said---Year, with Force
 and

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and Arms, and so forth, entered into the said Tenements, with the Appurtenances, which the said *M. B.* had demised to the said *R.* in Manner aforesaid, for the Term aforesaid, which is not yet expired, and ejected the said *R.* out of his said Farm, and other Wrongs to him did, to the Damage of the said *R.* and against the Peace of his said Majesty; whereupon the said *R.* saith he is injured, and hath Damage to the Value of twenty Pounds; and thereupon he brings his Suit.

Note; The *English* Notice hereafter mentioned, when the Declaration is served on the Tenant in Possession, must be wrote thereon.

*Declaration in Ejection in the Court of King's
Bench.*

Gloucestershire, W. H. complains of *P. D.*
to wit. in the Custody of the
Marshal, and so forth, for that whereas *J. L.* on
the---Day of---in the---Year of our Sovereign
Lord George the Second, now King, and so forth,
at---in the County aforesaid, had demised,
granted, and to Farm let to the said *W. H.* (*here
insert the Premisses, and the Place where situate*)
To have and to hold the said Tenements, with
the Appurtenances to the said *W. H.* and his
Assigns, from the---Day of---then last Past, to
the full End and Term of five Years, from
thence next ensuing, and fully to be compleat
and ended: By Virtue of which said Demise,
the said *W. H.* entered into the said Tenemen's
with the Appurtenances, and was thereof possess-
ed, until the said *P.* afterwards, to wit, the said--
Day of---in the---Year aforesaid, with Force
and Arms, and so forth, into the said Tene-
ments, with the Appurtenances, in and upon
the Possession of the said *W. H.* thereof, entered
and ejected, drove out and removed the said
W. H. from his said Farm; (his said Term
therein not being expired) and the said *W. H.*
being so ejected, drove out, and removed, from
his Possession thereof with-held, and still doth
with-hold, and then and there brought other In-
juries upon him, against the Peace of our said
Sove-

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Sovereign Lord the King, and to the Damage of the said *W. H.* twenty Pounds and thereupon he brings his Suit.

Mr. &c.

I Am informed, that you are in Possession, or claim Title to the Premises in this Declaration of Ejection mentioned, or to some Part thereof; and I being sued in this Action as a casual Ejector, and having no Claim or Title to the same, do advise you to appear---Term in his Majesty's Court of--- at Westminster, by some Attorney of that Court, and then and there by Rule of the same Court, to cause your self to be made Defendant in my Stead; otherwise I shall suffer Judgment therein to be entered against me, and you will be turned out of Possession.

I am

Your Loving Friend,

P. D.

N^o

P. 0000

PROHIBITION.

Prohibition at the Bishop's Court, about the Manner of Titbing.

England, ff. **BE** it remembered, that upon the three and twentieth Day of *January*, in the same Term, before our Lord the King's Justices of the Bench here, comes *M. H.* of *N.* within the Parish of *H.* and County of *G.* Widow, in her own proper Person, and gives the Court here to understand and be informed, that the Parish of *H.* in the said County of *G.* and within the Deanery and Diocese of *B.* is, and from Time whereof the Contrary is not in the Memory of Man, hath been an antient Parish; and that the said *M.* upon the first Day of *October*, in the Year of our Lord One thousand seven hundred and twenty-nine, and continually from thence hitherto hath been a Parishioner and Inhabitant of and in the said Parish, to wit, at *N.* aforesaid; and during all the Time aforesaid, hath held, occupied and enjoyed, and still doth hold, occupy and enjoy an antient Orchards, and a Farm, commonly called and known by the Name of---consisting of several Closes of Arable, Meadow and Pasture Grounds, situate, lying and being in *N.* aforesaid, within the said Parish of *H.* and the Bounds, Limits, and tithable

ble Places of the same Parish; and that all and singular the Tithes of Wheat, Oats, Beans, Pease, Barley and Vetches, any wise growing, proceeding, arising, renewing or happening in or upon the said Farm, with the Appurtenances, or any Part thereof, during all the Time aforesaid; and also Time out of Mind have been, and of common Right ought to be paid, and payable to the Rector or Impropiator of the Rectory of the Parish Church of *H.* aforesaid, or his Farmer for the Time being, and having never been paid, nor payable, nor ought to be paid to the Vicar of the said Parish Church, or his Farmer for the Time being, for any Endowment, Usage or Custom whatsoever used and approved within the said Parish; and the said *M. H.* further gives the Court here to understand and be informed, that within the said Parish of *H.* and the Bounds, Limits, and tithable Places thereof, there is, and is held, and from Time whereof the Contrary is not in the Memory of Man, hath been and held an ancient Custom and Manner of Tithing of and for Milch-Cows kept and fed within the said Parish, used and approved in the same Parish, that all and singular the Tenants and Occupiers of any Messuages, Lands, Meadows, or Pastures, with the Appurtenances within the said Parish of *H.* having and keeping any Milch-Cow, or Milch-Cows upon their Tenements, within the said Parish, and the Bounds, Limits, and tithable Places thereof, have paid, and during all the Time aforesaid, whereof the Contrary is not in the Memory of Man, have been used and accustomed to pay to the Vicar of the Vicarage of the said Parish Church,

Church, or to his Farmer for the Time being, yearly, and every Year, the Sum of three Pence of lawful Money of *England*, for every Milch-Cow so by them had, kept and fed within the said Parish, in full and entire Payment, Discharge and Satisfaction of all Tithes of Milk of the said Milch-Cows yearly arising or happening on such their Tenements within the said Parish, and the Bounds, Limits and tithable Places thereof, to wit, at the Feast of *Easter* in every Year, or afterwards, upon reasonable Request to them made in that Behalf, which said Sum of three Pence for every such Milch-Cow, so kept and fed within the said Parish yearly payable as aforesaid, all and singular the Vicars of the Vicarage of the said Parish Church, or their Farmers for the Time being, during all the Time aforesaid, have had, received and taken, of and from the said Tenants and Occupiers of the said Lands and Tenements within the said Parish, with their Appurtenances, in full Payment, Satisfaction and Discharge, and in the Name and Lieu of all Tithes of Milk, yearly growing, arising, proceeding, or any wise happening of or from such Milch-Cows, kept and fed within the said Parish as aforesaid; and the said *M. H.* further gives the Court here to understand and be informed, that within the said Parish of *H.* and the Bounds, Limits and tithable Places thereof, there is and is held, and from Time whereof the Contrary is not in the Memory of Man, hath been and been held, another antient Custom and Manner of tithing, of and for Calves falling and happening within the said Parish, from Cows kept and feeding within the same Parish, and Bounds, Limits, and

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and tithable Places thereof, used and approved in the same Parish, to wit, that all and singular the Tenants and Occupiers of any Messuages, Lands, Meadows or Pastures, with the Appurtenances within the said Parish of *H.* and the Bounds, Limits, and tithable Places thereof, having any one or more Calf or Calves under the Number of seven Calves, falling or happening in any one Year within the said Parish, or the Bounds, Limits, or tithable Places thereof, have paid, and during all the said Time, whereof the Contrary is not in the Memory of Man, have been used and accustomed to pay to the Vicar of the Vicarage of the said Parish Church, or to his Farmer for the Time being, yearly and every Year, the Sum of one Half-penny of like lawful Money for every Calf so falling and happening within the said Parish from any Cow, so by them kept and fed there in any one Year, under the Number of seven Calves so falling in any one Year, in full and entire Payment, Discharge and Satisfaction of all Tithes of Calves under the Number of seven Calves, yearly arising, happening or falling on such their Tenements within the said Parish, and the Bounds, Limits, and tithable Places thereof, to wit, at the Feast of *Easter* in every Year, or afterwards, upon reasonable Request to them made in that Behalf; which said Sum of one Half-penny for every such Calf so falling and happening, under the Number of seven Calves yearly within the said Parish payable as aforesaid, all and singular the Vicars of the Vicarage of the said Parish Church, or their Farmers for the Time being, have, during all the Time aforesaid, had, received

ed and taken of and from the said Tenants and Occupiers of the said Lands and Tenements, within the said Parish, with their Appurtenances, in full Payment, Satisfaction and Discharge, and in Name and Lieu of all Tithes of Calves under the Number of seven Calves yearly falling, growing, arising, proceeding or any wise happening within the said Parish, from Cows by them so kept and fed there as aforesaid; and the said *M. H.* further gives the Court here to understand and be informed, that within the said Parish of *H.* and the Bounds, Limits, and tithable Places thereof, there is and is held, and from Time whereof the Contrary is not in the Memory of Man, hath been, and been held, another antient Custom and Manner of Tithing of and for antient Gardens, and antient Orchards, lying and being within the said Parish, and the Bounds, Limits, and tithable places thereof, used and approved in the same Parish, to wit, that all and singular the Tenants and Occupiers of any antient Garden or Gardens, or any antient Orchard or Orchards, with the Appurtenances, lying and being within the said Parish of *H.* and the Bounds, Limits, and tithable Places thereof, have paid, and during all the said Time, whereof the Contrary is not in the Memory of Man, have been and accustomed to pay to the Vicar of the Vicarage of the said Parish Church, or to his Farmer for the Time being, yearly and every Year, the Sum of one Penny for every antient Orchard within the same Parish, in full and entire Payment, Discharge and Satisfaction of all Tithes yearly arising, growing, proceeding, or any wise happening in or upon such antient Garden,

den, and antient Orchard, respectively within the said Parish, and the Bounds, Limits, and tithable Places thereof, to wit, at the Feast of *Easter* in every Year, or afterwards, upon reasonable Request to them made in that Behalf; which said respective Sums of one Penny for every such antient Garden, and one Penny for every such antient Orchard within the said Parish, and the Bounds, Limits, and tithable Places thereof, yearly payable as aforesaid, all and singular the Vicars of the Vicarage of the said Parish Church, or their Farmers for the Time being, have, during all the Time aforesaid had, received and taken of and from the said Tenants and Occupiers of the said antient Gardens and Orchards within the said Parish, with their Appurtenances in full Payment, Satisfaction and Discharge, and in Name and Lieu of all Tithes yearly arising, growing, proceeding, or any wise happening in or upon the said antient Gardens, and antient Orchards within the said Parish aforesaid: And the said *M. H.* gives the Court here further to understand, and being informed, that within the said Parish of *H.* and the Bounds, Limits, and tithable Places thereof, there is and is held, and from Time, whereof the Contrary is not in the Memory of Man, hath been, and been held, another antient Custom and Manner of Tithing, of and for Offerings in the said Parish, used and approved in the same Parish, to wit, that all and singular the Parishioners and Inhabitants of and in the same Parish, and the Bounds, Limits, and tithable Places thereof, receiving the Holy Communion in the said Parish Church have paid, and during all the said Time, whereof the Contrary

is not in the Memory of Man, have been used and accustomed to pay to the Vicar of the Vicarage of the said Parish Church, or to his Farmer for the Time being, yearly and every Year for themselves, and their Families and Household Servants, not receiving Wages, and receiving the Holy Communion in the said Parish Church, the Sum of two Pence of the like lawful Money for every one of them their said Families, and Household Servants not receiving Wages, so receiving the Holy Communion in the said Parish Church, in full and entire Payment, Satisfaction and Discharge of all Offerings, yearly arising, growing, due, proceeding or any wise happening from such Parishioners and Inhabitants, their Families and Servants not receiving Wages, and every of them within the said Parish, and the Bounds, Limits, and tithable Places thereof, to wit, at the Feast of *Easter* in every Year, or afterwards upon reasonable Request to them the said Parishioners and Inhabitants made in that Behalf; which said respective Sums of two Pence yearly payable as aforesaid, all and singular the Vicars of the Vicarage of the said Parish Church, or their Farmers for the Time being, have during all the Time aforesaid had, received, and taken, of and from the Parishioners and Inhabitants, in full Payment, Satisfaction and Discharge and in Name and Lieu of all Offerings yearly arising, growing due, proceeding, or any wise happening from the said Parishioners and Inhabitants within the said Parish as aforesaid; which said several Customs, and Manners of Tithing, the said Vicars of the said Vicarage during all the Time aforesaid, have inviolably: And
 whereas

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whereas by a Statute made in the Parliament of our Lord *Edward* the Sixth late King of *England*, held at *Westminster*, in the County of *Middlesex*, upon the fourth Day of *November*, in the second Year of his Reign, It is (amongst other Things) enacted and established, by Authority of the same Parliamant, that no Person should be sued, or otherwise compelled to give, yield or pay, any Manner of Tithes for any Manors, Lands, Tenements or Hereditaments, which by the Laws and Statutes of this Realm, or by any Privilege or Prescription, were not chargeable with the Payment of any such Tithes, or which were discharged by any Composition Real, as by the said Statute (among other Things) more fully appears: And whereas the said Messuage, Garden, Orchards and Farm of the said *M. H.* with the Appurtenances, and the Tenants and Occupiers thereof, during all the said Time, whereof the Contrary is not in the Memory of Man, have not been by the Laws and Statutes of this Realm charged or chargeable with the Payment of the said Tithes or Offerings otherwise than as aforesaid: And whereas also such like Causes and Businessses and the Cognizance of Pleas of Tithes and Offerings demanded contrary to the Form of the said Statute; and also all and singular Pleas of any Prescriptions or Customs, and all Businessses of and concerning such Prescription or Customs, specially belong and appertain to his Present Majesty, and his Royal Crown, and ought to be tried, dismissed and determined, in his said Majesty's Temporal Courts of Record at *Westminster*, and not in any Ecclesiastical Court, and have always hitherto been accustomed so to be.

be; yet one J. G. Clerk Vicar of the Vicarage of the Parish Church of *H.* aforesaid. in the said County of *G.* and within the Deanry and Diocese of *B.* well knowing the Premisses, but devising and intending, unduly to grieve, oppress and fatigue the said *M. H.* contrary to the Laws of this Kingdom, and contrary to the Form and Effect of the said Statute, and contrary to the Prescriptions, Customs, and Manners of Tithing aforesaid, and also to disinherit his said Majesty, and his Royal Crown; and also to draw the Cognizance of Plea (which in this Behalf belongs to his said Majesty, and to his Royal Crown, and not to the Ecclesiastical Court) to a foreign Examination in the Ecclesiastical Court, upon the — Day of — in the Year of our Lord — drew the said *M. H.* into Plea in the Ecclesiastical Court, before C. R. Doctor of Divinity, Principal Episcopal Official of the Consistory Court of *B.* and Vicar General in Spiritualities, lawfully established, of the Reverend Father and Lord in Christ, Lord *W.* by the Divine Permission Bishop of *B.* or his lawful Deputy, of and for the Subtraction of Tithes and Offerings, craftily and subtilly libelling against the said *M. H.* in the same Court.

First, That in the Months of *October, November, December, January, February and March,* in the Year of our Lord One thousand seven hundred and twenty-nine, and also of *March, April, May, June, July, August, September, October, November, December, January, February and March,* in the Year of our Lord One thousand seven

seven hundred and thirty, and also of *March, April, May, June and July*, in the Year of our Lord One thousand seven hundred and thirty-one then instant, and running on, or in every one, or in any one, or some of those Months or Years, the said *J. G.* was a Clerk, dignified with Holy Orders, as well Deacons as Priest's Orders, and perpetual Vicar of the perpetual Vicarage of the Parish Church, of *A.* aforesaid, and lawfully and canonically got and obtained his said Vicarage, and peaceably and quietly for some Time had possessed it, so got and obtained with all its Rights, Members and Appurtenances, as (saving the Grievances therein after mentioned) he then did possess it, and was commonly called, esteemed, held, named and reputed openly, publickly and notoriously, as perpetual Vicar of the said perpetual Vicarage of the Parish Church of *H.* aforesaid; also that as well of common Right, Foundation, Endowment, Erection, Ordination, and real Composition of the Vicarage of the Parish Church of *H.* aforesaid, as of and from antient laudable Custom, lawfully prescribed from the Time, and during the Time whereof the Memory of Man is not to the contrary, hitherto inviolably and stedfastly used and observed, and in Judgment against those who asserted the contrary, oftentimes, or at least once obtained the Right of taking, receiving and having all and singular Tithes, as well greater as lesser, mixed and small; and also all Offerings and Obventions whatsoever, and other Ecclesiastical Rights and Emoluments whatsoever, and especially the Tithes and Offerings in the Schedule to the said Libel annexed, and herein after mentioned, contained

tained and specified, within the Parish of *H.* aforesaid, and the Bounds, Limits and tithable Places of the same, whensoever, howsoever, and after what manner soever growing, coming, renewing and happening, hath appertained and belonged, and then did appertain and belong, and so then and now, and hereafter ought to appertain and belong to the perpetual Vicars of the perpetual Vicarage of the Parish Church of *H.* aforesaid, for the Time being, and to the said *J. G.* Clerk, the then present Vicar there, in Right and Name of the Vicarage and Parish Church of *H.* aforesaid; also that ten, twenty, thirty, forty, fifty, and sixty Years, then last elapsed, and before and since, and also from the Time, and for and during the Time whereof the Memory of Man is not to the contrary, all and singular the Vicars of the Vicarage of the Parish Church of *H.* aforesaid, Ancestors and Predecessors of the said *J. G.* in their Times successively were (as they ought to be) in the peaceable and quiet Possession, or the like thereunto, of the Right of taking receiving and having all and singular the Tithes in the said Schedule contained and specified within the Parish of *H.* aforesaid, and the Bounds, Limits, and tithable Places of the same, whatsoever, howsoever growing, proceeding, renewing and happening, and had, and freely disposed of, and with the same at their Will and Pleasure peaceably and quietly, and so was the said *J. G.* the then present Vicar there, and took, received, had and disposed of the same, all and the whole Time of his Incumbency in the said Vicarage, until the Time of the Grievances herein after mentioned; also that the said

M. H.

M. H. in the said Months and Years in the first Article of the said Libel mentioned and specified, all, one, or some of those Months and Years, had, held, possessed, took, received and converted, and applied to her own Use, all and singular the Tithes, Things, Fruits, Rights and Emoluments Ecclesiastical, in the said Schedule contained and specified within the Parish of *H.* aforesaid, and the Bounds, Limits, and tithable Places of the same, proceeding, growing, renewing, and happening, or in any, or some of them; and the said Party libelling, claimed of every other Number, Quality and Quantity of tithable Things, and Kinds of Tithes in the said Schedule mentioned, more, between or less, even to an—of tithable Things and Kinds of Tithes aforesaid, and of such and so much as should come to be more fully specified, and made good by lawful Proofs, or by Confession of the principal Party in the Event of the said Suit: Also that by the common Estimation of Men, living and dwelling within the Parish of *H.* aforesaid, and other Parishes and Places, in and about the Neighbourhood there, the true Value of the said tithable Things, and of the Kinds of Tithes of the tithable Things mentioned and specified in the said Schedule, in the Months and Years in the first Article of the said Libel mentioned and specified, or one some or more of them, did notoriously extend, and at the Time of exhibiting the said Libel did extend to the Sums or Values respectively in the said Schedule mentioned and specified; and the said party proponent did claim of every other Sum, price or Value of the said tithable Things and Kinds of Tithes of the
said

said tithable Things mentioned, more, between or less, even to an Half-penny of lawful Money of *Great Britain*, and of such and so much as should come to be specified and made good by lawful Proof, or by Confession of the principal Party; also that every Master of a Family, or House-keeper within the Parish of *H.* aforesaid paid, and had been accustomed, and ought to pay to the Vicar of the Parish Church of *H.* aforesaid for the Time being, or his Farmer or Deputy, on or about the Feast of *Easter* in every Year, for his own and his Family's Offerings respectively, one Shilling of lawful Money of *Great Britain*; and the said Party Proponent claimed of any other such Sum, more, between or less, even to a Half-penny of the said Money, and of such, and so much as should come to be specified and made good by lawful Proof, or by the Confession of the principal Party; also that in the Months and Years in the first Article of the said Libel mentioned and specified, and in all, in any, some or one of those Months and Years, the said *H. M.* was (as she still is) Mistress of a Family, and kept, and still doth keep a House within the said parish of *H.* aforesaid, and ought to pay to the said *J. G.* Vicar aforesaid, upon or about the Feast of *Easter* in the Years aforesaid, in the first Article of the said Libel mentioned, for her own and Family's Offerings respectively, the said Sum of one Shilling of lawful Money of *Great Britain*; and the party proponent claimed of any other such Sum, more, between or less, even to a Half-penny of the said Money, and of such, and so much as should come to be specified and made good by lawful proof, or Confession of the prin-

principal party; and yet the said *M. H.* had not paid or satisfied, nor any wife caused to be paid or satisfied the said Sum of one Shilling respectively, nor any part thereof, in the said Months and Years as aforesaid due; and also that the said *M. H.* had not taken care to pay, yield and deliver to the said *J. G.* Clerk, Vicar aforesaid, or his lawful Deputy, the Tithes in the said Schedule contained and specified, or the true Value of them, or otherwise to compound duly with him for the same, although on the Behalf of the said *J. G.* she hath oftentimes, or at least once been required and demanded so to do; but being so required had neglected and refused, or at least longer than was just, deferred and delayed to pay the same, to the great Danger of her Soul, and to the great Damage and Grievance of the said *J. G.* Clerk, Vicar aforesaid: Also that the said *M. H.* was a Lay person, and had or ought to have no Right, Title or Interest in the said Tithes, or any part of the same; also that the said *M. H.* was of the Parish of *H.* aforesaid, within the Deanry and Diocess of *B.* aforesaid, and so liable and subject to the said Jurisdiction; and the said *J. G.* in and by the said Schedule to the said Libel annexed, further craftily and subtilly articulated and libelled against the said *M. H.* that in the Months and Years libellate, or in some or one of them, the said *M. H.* did cut, reap, and had within the said parish of *H.* and the tithable places thereof, forty Loads of Wheat, whereof four Loads of Wheat became due to the said Vicar of *H.* for his Tithe thereof, worth four pounds by the Load, more or less; also in the Months and Years libellate, or some or one of them,

them, the said *M. H.* did cut, now, and had within the said parish of *H.* and the tithable places thereof, forty Loads of Barley, forty Loads of Oats, forty Loads of pease, forty Loads of Beans, forty Loads of Thatches, whereof four Loads of each Sort of Corn or Gran became due to the said Vicar of *H.* for his Tithes thereof, worth thirty Shillings by the Load, more or less; also in the Months and Years libellate, or some or one of them, the said *M. H.* did cut, mow, make and had within the said Parish of *H.* and the tithable places thereof, eighty Loads of Hay, whereof eight Loads of Hay became due to the Vicar of *H.* for his Tithes thereof, worth thirty Shillings by the Load, more or less; also in the Months and Years libellate, or some or one of them, the said *M. H.* had Feeding and Couching within the said Parish of *H.* and tithable places thereof, forty Milch-Cows for the Tithe-Milk, whereof there became due to the Vicar of *H.* six Shillings each Cow; and also three Colts fallen there at the Times aforesaid, and for the Tithes thereof three became due to the said Vicar five Shillings each Colt, more or less; also in the Months and Years libellate, or some or one of them, the said *M. H.* had fallen within the said Parish of *H.* and the tithable places thereof, forty Calves, whereof four of them became due to the said Vicar of *H.* for his Tithes thereof, worth forty Shillings each, more or less; also in the Months and Years libellate, or some or one of them, the said *M. H.* had growing, and did gather and take in from her Orchards or Orchard, Garden, or Garden, within the said Parish of *H.* and tithable places thereof, five hundred Bushels
of

of Apples, five hundred Bushels of Pears, and five hundred Bushels of Plums, whereof fifty Bushels of each Sort or Kind became due to the Vicar of *H.* for his Tithes of them, worth three Shillings by the Bushel, more or less; also in the Months and Years libellate, some or one of them, the said *M. H.* had occupied and enjoyed two Gardens in the said Parish of *H.* and tithable Places thereof, and in lieu of Tithes thereof there became due to the said Vicar five Shillings, or more or less; also in the Months and Years libellate, some or one of them, the said *M. H.* had Feeding and Couching within the said Parish of *H.* and tithable Places thereof, one hundred Wether Sheep, and one hundred Ewes, and of and from them and at the Times and Places aforesaid, did cut, clip and shear two hundred Fleeces of Wool, and of them, and at the Times and Places aforesaid, had fallen one hundred Lambs, and of and from those Lambs which were also feeding and couching within the said Parish of *H.* and tithable Places thereof, in the Months and Years libellate, or some or one of them, did cut, clip or Shear, one hundred Fleeces of Wool, whereof there became due the said Vicar of *H.* aforesaid, for the Tithes thereof, twenty Fleeces of Sheeps Wool worth five Shillings each Fleece, ten Lambs worth fifteen Shillings each Lamb, and ten Fleeces of Lambs Wool worth five Shillings each Fleece, more or less; also in the Months and Years libellate, or some or one of them, the said *M. H.* had and kept within the said Parish of *H.* and tithable Places thereof, ten Sows and of and from them yearly had farrowed of hundred young Pigs,

O

whereof

whereof ten of them became due to the said Vicar of *H.* for his Tithes, worth four Shillings each, more or less; also in the Months and Years libellate, or some or one of them, the said *M. H.* had and kept within the said Parish of *H.* and tithable Places thereof, fifty Geese, and of and from them had yearly threecore Goslings or young Geese; fifty Hens, and of and from them had weekly one hundred Eggs; forty Ducks, and of and from them had weekly one hundred Eggs, whereof there became due to the said Vicar of *H.* aforesaid for the Tithes thereof, six Goslings or young Geese, worth two Shillings each Gosling; twenty Eggs every Week, worth two Shillings each Score, or more or less: Also in the Months and Years libellate, or some or one of them, the said *M. H.* had ten Persons residing and inhabiting in her Family in the said Parish of *H.* which did, or ought to have paid to the said Vicar of *H.* aforesaid, one Shilling for each Person for Offerings, or more or less; and Party Proponent claimed of any other Number, Quantity or Quality even to an Unity, and of the Price or Value even to a Half-penny of lawful Money of *Great Britain*, of the said Things tithable, and Kinds of Tithes, and of such and so much as should come to be specified and made good by lawful Proofs, or the Confession of the principal Party in the Event of the said Suit, as by the Copy of the said Libel more fully appears; and the said *J. G.* the Vicar aforesaid, unjustly obliged the said *M. H.* upon Account of the Premises, to appear in the said Ecclesiastical Court before the said Ecclesiastical Judge to answer to the said *J. G.* of and upon the said Premises:

misses: And although the said *M. H.* hath always been ready, and still is ready, and hath often offered to the said *J. G.* to pay him the said several Sums of Money herein before mentioned, in full Payment, Satisfaction and Discharge, of the said Tithes of the said Milch-Cows, Calves, Gardens and Orchards of the said *M. H.* and of the Offerings aforesaid, according to the Form of the said several Customs and Prescriptions thereof: And although the said *M. H.* hath pleaded, alledged, and offered to prove by inevitable Testimony, before the Ecclesiastical Judge, the said several Manners of Tithing and prescriptions herein before alledged, and all and singular the Premisses in her Discharge, from the payment of the said Tithes and Offerings demanded in the said Ecclesiastical Court: And although the said *J. G.* in the said Ecclesiastical Court, before the said Ecclesiastical Judge, had denied the said several Manners of Tithing and Prescriptions, and hath wholly refused to accept from the said *M. H.* the said Monies so offered by her as aforesaid, yet the said Ecclesiastical Judge, at the Instance of the said *J. G.* hath endeavored and proceeded, and is still endeavouring and proceeding, to try and determine in the said Ecclesiastical Court before himself, the several Manners of Tithing and Prescriptions aforesaid; and the said *J. G.* with all his might endeavours, and daily devises to procure the said *M. H.* to be condemned in the Premisses, by the definitive Sentence of the said Ecclesiastical Court, and to compel her to pay the said Tithes and Offerings demanded in the said Ecclesiastical Court, in Contempt of his said Majesty, and

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to the great Damage and Impoverishment of the
said *M. H.* and against the Form of the said Sta-
tute, and the Prescriptions aforesaid; and this
she is ready to verify: Wherefore, &c.

Judgments

Judgments in the KING'S BENCH.

*Says Nothing, in Case of another Term, with a
Memorandum.*

AND now at this Day, to wit, *Wednesday*
next after three Weeks of St. Michael in the
same Term, till which Day the said C. had Li-
berty to imparl, and then to answer, and so forth,
before the Lord the King at *Westminster*, came
the aforesaid A. B. by his Attorney aforesaid, and
prays that the said C. D. might answer his said
Declaration; and the aforesaid C. D. although
at that Day duly summoned, came not, nor says
any thing in Bar or Preclusion of the Action a-
foresaid of the said A. by which the said A. re-
mains thereof against him undefended — on
which Account the said A. ought to recover
the Damages he has sustained by Reason of the
Premises aforesaid, but because the Court of the
said Lord the King here know not what Damages
the said A. B. hath sustained, on Occasion of the
Premises on this Behalf: Therefore the Sheriff
is commanded, that by the Oath of twelve honest
and lawful Men of his Bailiwick, he diligently
inquire what Damages the aforesaid A. B. hath
sustained, as well on Occasion of the Premises
aforesaid, as for his Costs and Charges by him

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in and about his Suit in this Behalf expended; and the Inquisition which he thereof takes, he return to the Lord the King at *Westminster* on ---next after (*the Return of the Writ of Enquiry*) under his Seal and the Seals of those by whose Oath he took the said Inquisition, together with the Writ of the Lord the King to him directed; the same Day is given to the said *A. B.* there, and so forth.

Another, the same Term with the Declaration.

AND the said *C.* by *J. G.* his Attorney, comes and defends the Force and Injury, when and where the Court shall take the same into Consideration; and the aforesaid *A.* prays that the said *C.* may answer his Declaration aforesaid, upon which the said *C.* hath till ---next after (*the last Day of the Term*) given him by the Court of the Lord the King here, to answer, and so forth: And the said *C.* being at that Day duly summoned to answer came not, nor doth the said Attorney of the said *C.* in Bar or Preclusion of the Action aforesaid of the said *A. B.* whereby the said *A.* remains thereof against the said *C.* undefended, &c. as before.

In Trespass.

If in Trespass, you enter the same as before, only instead of the Words *on Occasion of the Premises aforesaid*, say *on Occasion of the Trespass aforesaid*.

In Assault.

On Occasion of the Trespass and Assault aforesaid.

In Assault and Imprisonment.

On Occasion of the Trespass, Assault and Imprisonment.

In Covenant.

On Occasion of the breaking the Covenant aforesaid.



Ejectment with Damages.

As---before, to---thereof undefend; therefore it is considered, that the aforesaid A. ought to recover his Term yet to come, of and in the Tenements aforesaid, with the Appurtenances, and hi, Damages on Occasion of the Trespass and Ejectment aforesaid; but because the Court of the Lord the King now here, before the King himself, know not what Damages the said A. hath sustained on Occasion of the Trespass and Ejectment aforesaid; therefore the Sherist is commanded; that without Delay he cause the said A. to have full Possession of his Term yet to come, of and in the Tenements aforesaid with the Appurtenances, and in what Manner he shall execute this Writ of the said Lord the King he make appear to the said Lord the King at Westminster---(the Return of the Writ of Possession) and the Sheriff is also commanded, that by the Oath of twelve honest and lawful Men of his Bailiwick, he diligently enquire what Damages the said A. hath sustained, as well on Occasion of the Trespass and Ejectment aforesaid, as for his Costs and Charges by him in and about his Suit in this Behalf expended, and the Inquisition which, &c. as before.

In

In Ejectment, with a Remission of Damages.

-----*As before to*-----therefore it is considered, that the aforesaid *A.* ought to recover his Term yet to come, of and in the Tenements aforesaid with the Appurtenances, and his Damages on Occasion of the Trespass and Ejectment aforesaid; and upon this the aforesaid *A.* freely here in Court remits to the said *C.* as well all such Damages, Costs and Charges, which might in this Behalf be adjudged to him the said *A.* as all Judgment and Execution for the Damages, Costs and Charges aforesaid; therefore the said *C.* is discharged from the said Damages, Costs and Charges; and the said *A.* prays the Writ of the Lord the King to be directed to the Sheriff of--- to cause him have Possession of his said Term yet to come, of and in the Tenements aforesaid, with the Appurtenances; and it is granted him returnable before the Lord the King at *Westminster*, on-----next after----(*the Return of the Writ of Possession*) the same Day is given to the aforesaid *A.* and so forth.

I am not informed, in Case on an Assumption.

AND the aforesaid *C.* by *T. H.* his Attorney, comes and defends the Force and Injury, when and where the Court shall take the same into Consideration; and the aforesaid *A.* prays, that the said *C.* may answer his Declaration a-

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foreſaid; upon which the aforeſaid Attorney ſaith, that he is not informed by the ſaid C. of any Answer to be given for the ſaid C. in the Premiffes, nor ſays any thing elſe in Bar or Precluſion of the Action aforeſaid of the ſaid A. by which the ſaid A. remains againſt the aforeſaid C. thereof undefended, on which Account the ſaid A. ought to recover againſt the ſaid C. his Damages which he hath ſuſtained, on Occaſion of the not performing the Promiſes and Aſſumptions aforeſaid, but becauſe the Court of the ſaid Lord the King know not, &c. *as in Nihil dicit in Caſe only, inſtead of* on Occaſion of the Premiffes, ſay on Occaſion of the not performing the Promiſes and Aſſumptions aforeſaid.

The ſame in Debt.

AND, &c. *as before, to*---thereof undefended; therefore it is conſidered, that the aforeſaid A. do recover againſt the ſaid B. his Debt aforeſaid, and alſo ſixty-three Shillings for his Damages which he has ſuſtained on Occaſion of detaining that Debt; as for his Coſts and Charges by him in and about his Suit in this Behalf expended, adjudged to the ſaid A. by the ſaid Court of the Lord the King here by his own Aſſent; and the aforeſaid C. in Merrey and ſo forth.

Defen-

Defendant acknowledges the Action, to prevent the Execution of the Writ of Inquiry.

AND the aforesaid C. in his proper Person comes and defends the Force, &c. *so on to* Consideration, and saith, that he cannot deny the Action aforesaid of the said A. nor but that he the said C. assumed upon himself in Manner and Form as the aforesaid A. above thereof against him complains; nor also, but that the aforesaid A. hath sustained Damages on Occasion of the not performing the Promises and Assumptions aforesaid, at fifty Pounds, as he the said A. by his Declaration above hath supposed; and upon this the said A. prays Judgment, and his Damages so confessed, together with his Costs and Charges by him, in and about his Suit in this Behalf sustained, to be adjudged to him, and so forth: Therefore it is considered, that the aforesaid A. do recover against the said C. his Damages aforesaid, at fifty Pounds for his Costs and Charges aforesaid, adjudged to him, by his Assent, by the Court of the said Lord the King here; which said Damages in the whole amount unto fifty-six Pounds; and the aforesaid C. in Mercy.

The like in Debt.

AND, &c. *as before, to* Consideration, and saith, that he cannot deny the Action aforesaid of the said A. nor but that he owes to the said A. the said fifty Pounds, *(if upon Bond say,*
non

nor but that the said Writing obligatory is his Deed, nor but that he owes to the said *A.* the aforesaid fifty Pounds) in Manner and Form as the aforesaid *A.* above against him complains; therefore it is considered, that, &c. *as before* in Non sum informatus *in debt.*

The like *by an Administrator.*

AND, &c.-----Consideration, and saith, that he cannot deny but that the Writing obligatory aforesaid, is the Deed of the aforesaid *E.* nor but that he detains from the aforesaid *A.* the said fifty Pounds in Manner and Form as the said *A.* above against him complains: Therefore it is considered, that the said *A.* do recover against the aforesaid *C.* his Debt aforesaid; and also sixty-three Shillings for his Damages which he hath sustained, as well on Occasion of detaining that Debt, as for his Costs and Charges by him about his Suit in this Behalf expended, adjudged to him by the Court of the said Lord the King here, by his own Assent, of the Goods and Chattels which were the aforesaid *E.*'s at the Time of his Death, in the Hands of him the said *C.* to be administered, if he hath so much in his Hands; and if he hath not so much in his Hands, then the Damage aforesaid to be levied of the proper Goods and Chattels of the said *C.* and the aforesaid *C.* in Mercy, and so forth.

Judgments in the *Common Pleas*.

Says nothing, *in Case, without an Assumption.*

AND the aforesaid *C. D.* by *J. H.* his Attorney, comes and defends the Force and Injury, when and where the Court shall take the same into Consideration, and says nothing in Bar or Preclusion of the Action of the aforesaid *A.* by which the said *A.* remains against the aforesaid *C.* thereof undefended; whereof the said *A.* ought to recover his Damages, occasioned by the Premises against the aforesaid *C.* but because it is unknown what Damages the aforesaid *A.* hath sustained on Occasion of the Premises; thereof the Sheriff is commanded, that by the Oath of twelve honest and lawful Men of the said Countiy, he diligently enquire what Damages the aforesaid *A.* hath sustained, as well by Occasion of the Premises aforesaid, as for his Costs and Charges by him, in and about his Suit in this Behalf expended; and the Inquisition which he thereof takes, he make appear to the Justices of the Lord the King, at *Westminster*, from the Day of Saint *Michael*, in three Weeks, under his Seal, and so forth, and the Seals, and so forth.

Says.

Says nothing in Trespass.

The same as before, only instead of (*on Occasion of the Premises,*) say, *on Occasion of the Trespass aforesaid.*

In Assault.

On Occasion of the Trespass and Assault aforesaid.

In Assault and Imprisonment.

On Occasion of the Assault and Imprisonment aforesaid.

In Covenant.

On Occasion of the Breaking the Covenant aforesaid.

Says

Says nothing in Debt.

AS before, to—remains against the said C. therefore undefended; therefore it is considered, that the aforesaid A. shall recover against the said C. his Debt aforesaid, and his Damages occasioned by his detaining the said Debt at fifty Shillings, to the said A. by his own Assent adjudged by the Court here; and said A. in Mercy, and so forth.

In Ejectment, with Writ of Inquiry awarded.

AS before, to—undefended, therefore it is considered, that the aforesaid A. do recover against the said C. his Term aforesaid, of and in the Manor and Tenements aforesaid (*according to the Parcels in the Declaration*) with the Appurtenances yet to come, and his Damages, on Occasion of the Trespass and Ejectment aforesaid; but because it is unknown what Damages the aforesaid A. hath sustained on Occasion of the Trespass and Ejectment aforesaid, the Sheriff is commanded, that by the Oath of twelve honest and lawful Men of his County aforesaid, he diligently inquire what Damages the aforesaid A. hath sustained, as well on Occasion of the Trespass and Ejectment aforesaid, as for his Costs and Charges by him about his Suit,
in

in this Behalf expended; and the Inquisition which he shall thereon take, he make appear to the Justices of the Lord the King here, from the Day of *St. Michael*, in three Weeks, under his Seal, and so forth; the same Day is given to the aforesaid *A.* here, and so forth, and upon this, the said *A.* prays the Writ of the Lord the King to be directed to the Sheriff of the said County, to cause him to have Possession of his Term aforesaid, yet to come, of and in the Manor and Tenements aforesaid, with the Appurtenances; and it is granted him, returnable here, &c.

In Ejectment, with a Remission of Damages.

AS before, to--undefended; therefore it is considered, that the aforesaid *A.* do recover against the said *C.* his Term aforesaid, yet to come, of and in the said Manor and Tenements, with the Appurtenances and his Damages on Occasion of the Trespass and Ejectment aforesaid, to be adjudged to him, and so forth; and whereupon the said *A.* freely here in Court confesses himself to be unwilling further to prosecute the said *C.* for any Damages to be adjudged to him on Occasion of the Trespass and Ejectment aforesaid, but freely here in Court remits and releases and such Damages to be adjudged to him; therefore the said *C.* is quitted as to those Damages, and goes thereof without a Day, and so forth; and upon this the aforesaid *A.* prays the Writ of the Lord the King, &c. as before.

Says

Says nothnig, *by one Defendant, and that he did not assume, by the other, in Case.*

AND the aforesaid *C.* by *J. G.* his Attorney, and the aforesaid *E.* in his proper Person, according to the Form of the Statute in that Case lately made and provided, come and defend the Force and Injury, when and where the Court shall take the same into Consideration; and the aforesaid *E.* says nothing in Bar or Preclusion of the said Action of the aforesaid *A.* by which the said *A.* remains against the said *E.* thereof undefended; wherefore the said *A.* ought to recover his Damages on Occasion of the not performing the Promises and Assumptions aforesaid against the said *E.* and the said *C.* saith, that he hath assumed upon himself in Manner and Form as the said *A.* above against him complains; and of this he puts himself upon the Country; and the aforesaid *A.* likewise; but because it is unknown whether the said *C.* may be convicted of the not performing the promises and Assumptions aforesaid, and also if he should be convicted, it is convenient that there be but one Taxation of the Damages aforesaid, for the not performing the Promises and Assumptions aforesaid in one Writ specified: Therefore, as well to try the Issue aforesaid, between the Parties aforesaid above joined, as to inquire what Damages the said *A.* hath sustained, on Occasion of the not performing the Promises and Assumptions aforesaid by
the

The said *C.* and *E.* at----aforesaid made not performed, the Sheriff is commanded, that he cause to come here, from the *Day of St. Michael in three Weeks*, twelve free and honest Men of the Body of his County, by whom the Truth of the Matter will be the better known, and who are neither of Kin to the aforesaid *A.* nor to the aforesaid *C.* and *E.* to recognize a Verdict between the said Parties; because as well the said *A.* as the said *C.* have put themselves upon the said Jury.

Confession of Damages.

AND the aforesaid *C.* by ----his Attorney, comes and defends the Force and Injury, when and where the Court shall take the same into Consideration; and saith, that he cannot gainsay the Action aforesaid of the aforesaid *A.* nor but that he owes to the aforesaid *A.* the ten Pounds aforesaid, in Manner and Form as the aforesaid *A.* above against him hath declared: Therefore it is considered, that the aforesaid *A.* do recover against the said *C.* his Debt aforesaid, and his Damages, occasioned by the Detention of the said Debt at----to the said *A.* of his Consent, by the Court here adjudged; and the aforesaid *C.* in Mercy, &c.

The like on a Bond.

----- And faith, that he cannot gainsay but that the said Writing obligatory is the Deed of him the said *C.* nor but that he owes to the said *A.* the aforesaid ten pounds in Manner and Form, as the aforesaid *A.* above against him hath declared : Therefore, &c. as before.

The like in Case.

----- And faith, that he cannot gainsay the Action aforesaid of the aforesaid *A.* nor but that he assumed upon himself in Manner and Form, as the aforesaid *A.* above against him complains ; and also, that the aforesaid *A.* hath sustained Damage, occasioned by the not performing the promises and Assumptions aforesaid at ten pounds, as the aforesaid *A.* hath thereof above declared : Therefore it is considered, that the aforesaid *A.* do recover against the said *C.* his Damages aforesaid above in Form aforesaid acknowledged ; and also----for his Costs by him, in and about his Suit in this Behalf expended, which said Damages, Costs and Charges, in the whole amount to ----and the said *C.* in Mercy, &c.

Withdrawing Plea and confessing Damages.

AT which Day came the parties aforesaid, by their Attornies aforesaid ; and upon this the aforesaid *C.* relinquishing his plea aforesaid, by him above pleaded, he faith, that he cannot gainsay the Action aforesaid of the aforesaid *A.* &c. as before.

Nat

Not informed in Case.

-----And the said Attorney saith, that he is not informed by the aforesaid C. of any Answer to be given in the said Action of the aforesaid A. and saith nothing else, by which the aforesaid A. remains against the aforesaid C. thereof undefended; wherefore the said A. ought to recover his Damages, on Occasion of the Premises, against the aforesaid C. but because it is unknown what Damages the aforesaid A. hath sustained on Occasion of the Premises, the Sherist is commanded, that by the Oaths of twelve honest and lawful Men of his County, he diligently inquire what Damages the aforesaid A. hath sustained, as well on Occasion of the Premises, as for his Costs and Charges by him about his Suit in this Behalf expended; and the Inquisition which he thereof makes the Sheriff, to make appear to our Justices at *Westminster*, ---(*the Return*)----under his Seal, &c. and the Seals, &c.

*Of Fines, and the Method of
levying and passing the same.*

A Fine is an Agreement or Conveyance on Record for settling and assuring Lands, Tenements and other Premises, acknowledged in the Court of Common Pleas by the Recognizor to be the Right of the Cognizee.

Of Fines there are four Sorts.

Sur Cognizance de droit come ceo, &c.

Sur Done Grant & Render.

Sur Cognizance de droit tantum.

Sur concessit.

A Fine *Sur Cognizance de droit cum ceo, &c.* single, is the Principle and surest Kind of Fine, it giving present Possession to the Cognizee, without Writ of Execution.

A Fine *Sur Done Grant & Render*, a double Fine, wherein the Cognizee, after a Release and Warranty to him by the Cognizor, grants and renders back the Premises, &c.

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A Fine *Sur Cognizance de droit tantum*, is an Executory Fine generally used to pass a Reversion, and sometime by Tenant for Life to release to him in Reversion.

A Fine *Sur Concessit* used to grant away Estates for Life, or Term of Years, and it is also an Executory Fine, so that the Cognizee must enter, or have a Writ of *Habere facias Seisinam* to obtain Possession.

Fines are passed { with Proclamations,
or
without Proclamations.

A Fine with Proclamations is called a Fine according to the Statutes, and is the best Sort, and most used.

A Fine without Proclamation is a Fine at Common Law.

As it is my Intention to treat only of Fines *Sur Cognizance de droit come ceo*, &c. which are the Fines generally used, and of the Method of passing the same through all the Offices; I shall not expatiate on the Uses of Fines, or who may or cannot levy the same, but shall leave the Reader to the Perusal of such Books as treat thereof, therefore shall begin, First with the Method of taking the said Fine in the Country.

In

Instructions for taking Fines in the Country.

IN Order to acknowledge a Fine in the Country, you must first bespeak a *Dedimus potest*, from the Cursitor of the County in which the Lands that pass by the Fine are Situate; and you make out out a *Præcipe* in this Manner, and give him Commissioners Names at the Bottom, of which one must be a Knight.

Gloucestershire, ss. Command W. R. and A.
his Wife, that justly, and without Delay,
they perform their Covenant to J. B. Gent.
made between them, of five Messuages, five
Gardens, five Orchards, fifty Acres of Pa-
sture and Common of Pasture for all Manner
of Cattle, with the Appurtenances in-----
in the County aforesaid; and unless, &c.

Dedimus directed to

A. B. Knight.	
C. D.	} Gent.
E. F.	
G. H.	
J. K.	

This

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This *Præcipe* you carry to the Curfitor of the County in which the Premiffes are fittuate, who will make you a *Dedimus* for taking the Fine, which is in this Form, and for which you pay him one Pound five Shillings and eight Pence.

Dedimus to take a Fine.

GEORGE the Second, by the Grace of God, of *Great Britain, France and Ireland*, King, Defender of the Faith- &c. To his Trusty and well beloved *A. B.* Knt. and to his beloved *C. D. E. F.* Gent. &c. Greeting: Whereas our Writ of Covenant is depending before our Justices of the Bench, between *J. B.* and *W. R.* and *Anne* his Wife, of five Messuages, five Gardens, five Orchards, fifty Acres of Land, fifty Acres of Meadow, fifty Acres of Pasture, and Common of Pasture for all manner of Cattle, with the Appurtenances in-----in *Gloucestershire*; that a Fine may be levied thereof between them, before our said Justices in the same Bench, according to the Law and Custom of *England*; and the said *W.* and *A.* are so infirm, that they cannot without the greatest bodily Danger, travel to *Westminster*, to make the Acknowledgment in this Behalf required at the Day in our said Writ specified as we are informed; We tendering the Condition of the said *W.* and *A.* in this Behalf, have given Power to you, or two of you to take the Acknowledgments,

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ledgments, which they the said *W.* and *A.* shall be willing to make before you, or two of you, concerning the Premises; and therefore We command you, or two of you, that going in Person unto the said *W.* and *A.* you take their said Acknowledgments, and when you shall have taken the same, that you distinctly and plainly under your Seals, or the Seals of two of you, certify our Justices thereof, that then the Fine aforesaid may be levied between the said Parties, of the Premises, before our said Justices in the same Bench, according to the Law and Custom above-mentioned, sending to the same Justices this *Writ*. Witness our self at *Westminster*, the -----Day of-----in the-----Year of our Reign.

Swift.

When you have got the *Dedimus* from the Curfitor, you must then draw up your *Præcipe* and *Concord*, and ingross the same on Parchment, the Form whereof is as follows.

Gloucestershire, to wit: Command *W. R.* and *Anne* his Wife, that justly, and without Delay, they perform their Covenant to *J. B.* Gentleman, made between them of five Messuages, five Gardens, five Orchards, fifty Acres of Land, fifty Acres of Meadow, fifty Acres of Pasture and
P Common

Common of Pasture for all Manner of Cattle,
with the Appurtenances in-----in the County
aforesaid; and unless, &c.

AND such is the Agreement, to wit, that the aforesaid *W.* and *A.* have acknowledged the aforesaid Messuages and Premisses, with the Appurtenances, to be the Right of him the said *J.* as those which the same *J.* hath of the Gift of the aforesaid *W.* and *A.* and those they have remised and quit claimed from themselves and their Heirs, to the aforesaid *J.* and his Heirs for ever; and moreover they the same *W.* and *A.* have granted for themselves, and the Heirs of him the said *W.* that they will warrant the Messuages and Premisses aforesaid, with the Appurtenances, unto the aforesaid *J.* and his Heirs, against the aforesaid *W.* and *A.* and the Heirs of him the said *W.* for ever; and also they the same *W.* and *A.* have granted for themselves, and the Heirs of her the said *A.* that they will warrant the Messuages and Premisses aforesaid, with the Appurtenances, unto the aforesaid *J.* and his Heirs, against the aforesaid *W.* and *A.* and the Heirs of her the said *A.* for ever; and for this, &c.

This *Præcipe* and *Concord* you send down with the *Dedimus* unto the County; and when the Parties who are to acknowledge the Fine are met, the Commissioners read over the same to them, inform them of the Contents, and Ask whether they consent thereto, and are willing the same should pass, to which they answer *Yes*; and

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and where a Wife is one of the Parties, the Commissioners must take her aside from her Husband, and examine whether she freely acknowledges the Fine, without any Compulsion from her Husband or otherwise, to which she must answer in the Affirmative; and then the Cognizors of the Fine must subscribe their Names to the Bottom of the *Concord* of the Fine.

When the Parties have acknowledged the Fine, the Commissioners write on the *Concord* the following *Caption*.

*Taken and acknowledged
at—in the County
of Gloucester, the—
Day of——— One
thousand seven hun-
dred and thirty-four,
before us,*

A. B.
C. D.

The Commissioners then indorse the Execution of the Commission, on the back of the *De-
dimus*, in these Words.

*The Execution of this
Writ appears in the
Schedule hereto an-
nexed.*

A. B.
C. D.

The Commissioners who execute the Commission must be two at least; and if all the Cognizors cannot attend at the same Time to acknowledge the Fine, the Commissioners may take the Acknowledgment of those who are present, and then the *Caption* must be as follows.

*Taken and acknowledged
by the above named
A. B. at----- &c.
as before.*

When the Fine is duly acknowledged, and the Commissioners subscribed the *Caption* and the Indorsment on the *Dedimus*, they annex the *Præcipe* and *Concord* to the *Dedimus*; and if the Commissioners, or either of them, cannot attend to return the same in *London*, they must send it by some Person, who was present at the Acknowledgment of the Fine, who must swear that he knew all the parties, and that they were of full Age and Understanding; and if a Wife is one of the Cognizors, that she was examined apart from her Husband.

On returning the Fine by the Commissioners, and on Proof of the due Execution thereof, you pay to the Judge's Clerk, four Shillings for the Judges *Fiat* for passing the same, which when obtained, you carry the *Dedimus*, *Præcipe* and *Concord* to the Curfitor of the County, who makes you out the *Writ of Covenant*, which
Writ,

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Writ, though supposed to Issue before the *Dedimus*, yet is seldom made out till the Return of the *Dedimus*; the Form of which *Writ of Covenant*, for which you pay the Curfitor seven Shillings and six pence, is as follows.

GEORGE the Second, by the Grace of God, of *Great Britain, France and Ireland*, King, Defender of the Faith, &c. To the Sheriff of *Gloucestershire*, Greeting: Command *W. R.* and *A.* his Wife, that justly, and without Delay, they perform the Covenant to *J. B.* made between them, of five Messuages, five Gardens, five Orchards, fifty Acres of Land, fifty Acres of Meadow, fifty Acres of Pasture and Common of Pasture for all manner of Cattle, with the Appurtenances in-----and unless they shall so do, and the said *J.* shall give you Security, that his Suit shall be prosecuted, then summon by good Summoners the said *W.* and *A.* that they be before Justices at *Westminster*-----to shew wherefore they will not do it, and have you there the Summoners, and this Writ. Witness our self at *Westminster*, the----Day of----in the ---Year of our Reign.

Swift.

This *Writ of Covenant* you carry to the *Alienation-Office* to be compounded, and then you carry the same back to the Curfitor to mark how much it is for the King's Fine; when you have got it from the Curfitors, you then make out a *Warrant of Attorney* on Parchment after this Manner.

Mich.

Mich. *th* *ch* of George the Second.

Gloucestershire, to wit: J. B. puts in his
Stead T. P. his Attorney, to prosecute his
Writ of Covenant against W. R. and A.
 his Wife, of the Messuages and Tenements,
 with the Appurtenances in---&c.

THIS *Warrant of Attorney* you file at the
 Warrant of Attorney-Office, and pay four
 pence, and the Officer Stamps on the Back of
 the *Writ of Covenant*, the Seal of the Office.

You then carry the *Writ of Covenant*, to the
 Return-Office, to be returned, and pay one Shil-
 ling and six Pence, and they will return the
 same on the Back of the *Covenant*.

When you have got the *Writ of Covenant* re-
 turned, you annex it to the *Dedimus*, and *præcipe*,
 and *Concord*, and carry it to the *Custos Brevium*,
 who indorses the Proclamations on the Back of
 the *Concord*, and he then stamps the same; and
 the *Dedimus* and *Covenant* with the Office Mark,
 and takes for so doing three Shillings and eight
 Pence.

You then carry your *Writ of Covenant* to the
King's Silver Office, who takes a Note thereof,
 and marks the same on the Back with the Office
 Mark, for which you pay two Shillings and four
 Pence; the Fine is then, and not before esteem-
 ed a Fine.

From

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From thence you carry the *Writ of Covenant*, with the *Dedimus* and *Concord*, to the Chirographer's Office, where you pay five Shillings and eight Pence in Term-Time, and six Shillings and two Pence in the Vacation, to the Chirographer; and for the Indentures according to the Length of the Fine, and the Fine is then completed.

Of passing Fines before the Lord Chief Justice.

IN order to acknowledge a Fine before the Lord Chief Justice of the Court of Common Pleas, You must write a *Præcipe Concord* on Parchment, and another on Paper, to which the Parties are to subscribe their Names; you then go with the Parties Cognizors to the Lord Chief Justice, and acknowledge the Fine before him; you leave the *Præcipe* on paper, with the Judges Clerk, and the *Præcipe* on parchment, signed by the Lord Chief Justice, you carry to the Curfitor of the County; who makes you out the *Writ of Covenant*, which you get compounded at the Alienation-Office, returned and passed through all the Offices beforementioned.

Of acknowledging Fines before a Judge at the Affizes.

IF your Fine is acknowledged before one of the Judges at the Affizes, after the Acknowledgment is taken, you leave the *Præcipe* and *Concord* with the Judge's Clerk; and when the Judge comes to Town, you bespeak a General *Dedimus* directed to the Judge, before whom the Fine was acknowledged, and the Judge's Clerk will indorse on the Back of the *Dedimus* the Substance of the *Concord*, which you carry to the Curfitor, to make out a *Writ of Covenant*, and then pass the same through all the Offices as before-mentioned.

Præcipe and Concords of Fines.

A Fine of a Messuage and a Garden, with the Appurtenances, by Husband and Wife.

Somerset, to wit: Command *J. W. Gent.* and *Elizabeth* his Wife, that justly, and without Delay, they perform their Covenant to *T. H.* made between them, of one Messuage, and one Garden, with the Appurtenances in-----in the said County; and unless, &c.

And

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AND such is the Agreement, to wit, that the
aforesaid *J.* and *E.* have acknowledged the
Tenements aforesaid, with the Appurtenances,
to be the Right of him the said *T.* as those which
he hath of the Gift of the aforesaid *J.* and *E.*
and those they have released and quitted Claim
for themselves and their Heirs, to the aforesaid
T. and his Heirs for ever: And moreover they
the said *J.* and *E.* have granted for themselves
and the Heirs of the said *J.* that they will warrant
to the aforesaid *T.* and his Heirs, the Messuage
aforesaid, with the Appurtenances, against them
the aforesaid *J.* and *E.* and the Heirs of him the
said *J.* for ever: And also they the said *J.* and
E. have granted for themselves, and the Heirs
of her the said *E.* that they will warrant the
Messuage and Premises aforesaid, with the Ap-
purtenances, to the aforesaid *T.* and his Heirs
against the aforesaid *J.* and *E.* and the Heirs of
her the said *E.* for ever: And for this, &c.

Taken and acknow-
ledged, &c.

J. W.
E. W.

P 5

A

A Fine of a Manor, Lands, Free Warren, Rent,
 &c. by a Nobleman and his Wife.

Northamptonshire, to wit: Command *Thomas*
 Earl of *P.* and *Mary* his Wife, that justly,
 and without Delay, they perform their Co-
 venant to *Edward D.* Esq; made between
 them of the Manor of---with the Appurte-
 nances, and of forty Messuages, twenty
 Cottages, ten Tofts, seventy Gardens, sixty
 Orchards, five hundred Acres of Land,
 seven hundred Acres of Meadow, four hun-
 dred Acres of pasture, forty Acres of Under-
 wood, twenty Acres of Furze and Heath,
 Common of pasture for all manner of Cat-
 tle, twenty Shillings Rent, with the Appur-
 tenances in---and Free Warren, and Free
 Fishery in---and unless, &c.

AND such is the Agreement; to wit, that the
 aforesaid Earl and *Mary* have acknowledged
 the aforesaid Manor, Tenements and Rent, with
 the Appurtenances, and Free Warren, and Free
 Fishery aforesaid, to be the Right of him *Edward*,
 as those which the said *Edward* hath of the Gift
 of the aforesaid Earl and *Mary*, and those they
 have released and quitted Claim from them the
 said Earl and *Mary*, and the Heirs of him the said
 Earl, to the said *Edward* and his Heirs for ever:
 And moreover they the said *Earl* and *Mary* have
 granted

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granted for themselves and the Heirs of the said Earl, that they will warrant to the aforesaid *Edward* and his Heirs the Manor, Tenements and Rent aforesaid, with the Appurtenances, and the Free Warren, and free Fishery aforesaid, against the said Earl and *Mary*, and the Heirs of the said Earl for ever; and also they the said Earl and *Mary* have granted for themselves and the Heirs of the said *Mary*, that they will warrant to the aforesaid *Edward* and his Heirs the Manor, Tenements and Rent aforesaid, with the Appurtenances, and the Free Warren, and Free Fishery aforesaid, against the said Earl and *Mary*, and the Heirs of the said *Mary*; and unless, &c.

Taken and acknowledged, &c.

P.
P.

A Fine of the Wife's Lands lying in several Counties to two Persons, by a Knight and his Wife.

Somersetshire, to wit: Command *Edward B.* Knt. and *Anne* his Wife, that justly and without Delay, they perform the Covenant with *William E. Gent.* and *John F.* made between them, of the Manor of-----with the Appurtenances, and of forty Messnages in, &c.-----and unless, &c.

Glou-

Gloucester, to wit: Command *Edward B. Knt.* and *Anne* his Wife, that justly and without Delay, they perform the Covenant with *William E. Gent.* made between them, of five Messuages, and five Gardens, with the Appurtenances in----and unless, &c.

AND such is the Agreement to wit, that the aforesaid *Edward* and *Anne* have acknowledged the Manor and Tenements aforesaid, with the Appurtenances, to be the Right of them the said *William* and *John*, as those which the said *William* and *John* have of the Gift of the aforesaid *Edward* and *Anne*; and those they have released, and quitted Claim from themselves and their Heirs, to the said *William* and *John*, and the Heirs of the said *William* for ever: And moreover the same *Edward* and *Anne* have granted for themselves and the Heirs of the said *Anne*, that they will warrant to the aforesaid *William* and *John*, and the Heirs of the said *William*, the aforesaid Manor, Tenements, &c. with the Appurtenances, against them *Edward* and *Anne*, and the Heirs of the said *Anne* for ever; and for this, &c.

Taken and acknowledged, &c.

E. B.

A. B.

A

A Fine acknowledged by two Persons and their Wives, of Messuages and Lands, the Right of the Wives.

Gloucestershire, to wit: Command Thomas B. and Mary his Wife, and William H. and Jane his Wife, that justly, and without Delay, they perform their Covenant with James E. and Joseph E. made between them of two Messuages With the Appurtenances in---and unless,

AND such is the Agreement, to wit, that the aforesaid *Thomas* and *Mary*, *William* and *Jane*, have acknowledged the Tenements aforesaid, with the Appurtenances, to be the Right of them the said *James* and *Joseph*, as those they the said *James* and *Joseph* have of the Gift of the aforesaid *Thomas* and *Mary* and *William* and *Jane*; and those they have released and quitted Claim from themselves and their Heirs, to the aforesaid *James* and *Joseph*, and the Heirs of the said *James* for ever! And moreover the same *Thomas* and *Mary* have granted for themselves and their Heirs of the said *Mary*, that they will warrant to the aforesaid *James* and *Joseph*, and the Heirs of the said *James*, the aforesaid Tenements, with the Appurtenances, against the aforesaid *Thomas* and *Mary* and the Heirs of the said *Mary* for ever; and lastly the said *William* and

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and *Jane* have granted for themselves and the Heirs of the said *Jane*, that they will warrant to the aforesaid *James* and *Joseph*, and the Heirs of the said *James* the Tenements aforesaid, with the Appurtenances, against them *William* and *Jane* and the Heirs of the said *Jane* for ever; and for this, and so forth.

Taken and acknowledged,
ledged, &c.

T. B.
M. B.
W. H.
J. H.

A Fine of a Rectory, Parsonage Tithes &c.

Gloucestershire, to wit: Command *William B.* Gent. that justly, and without delay, he perform the Covenant to *Thomas D.* made between them of the Rectory of-----with the Appurtenances, and of all manner of Tithes issuing out of the said Rectory; and unless, &c.

And

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AND such is the Agreement, that the aforesaid *William* hath acknowledged the Rectory and Tithes aforesaid, with the Appurtenances, to be the Right of him the said *Thomas* as those which the said *William*; and those he hath released and quitted Claim from him the said *William* and his Heirs for ever: And moreover the same *William* hath granted for himself and his Heirs, that they will warrant to the aforesaid *Thomas* and his Heirs, the Rectory and Tithes aforesaid, with the Appurtenances, against him *William* and his Heirs for ever; and for this &c.

Taken and acknowledged, &c.

W. B.

A Fine of Lands for a Term of Years.

Wilts, to wit: Comman *William B. Esq*; and *Mary* his Wife, that justly, and without delay, they perform their Covenant with *John D. Gent.* made between them, of one Messuage, one Garden, and one Orchard with the Appurtenances in---and unless, &c'

AND such is the Agreement, to wit, that the aforesaid *William* and *Mary* have acknowledged to the aforesaid *John* the Tenements aforesaid, with the Appurtenances, to have and to hold the Tenements aforesaid, with the Appurtenances, to the said *John*, from the Feast of St. Mich.

Michael the Archangel next ensuing, unto the End and Term of twenty Years thence next ensuing, and fully to be compleated, yielding therefore yearly one Pepper-Corn, at the Feast of St. *Michael* the Archangel, if demanded, for the same; and the aforesaid *William* hath warranted to the aforesaid *John* the aforesaid Tenements, with the Appurtenances, as before mentioned, against the aforesaid *William* and *Mary*, and the Heirs of him the said *William*, for the whole Time aforesaid.

Taken and acknowledged,
&c.

W. B.
M. B.

A Fine from Baron and Feme to the Cognizee of a Manor, Messuages, Dove-House, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Common of Pasture, and Turbary, Free Foldage, and View of Frankpledge.

Norfolk, to wit: Command *George D.* Esq; and *Elizabeth* his Wife, that justly, and without delay, they perform their Covenant to *James W.* made between them, of the Manor of---and of ten Messuages, one Pigeon-house, ten Gardens ten Orchards, one thousand Acres of Land, twenty Acres of Meadow, one hundred Acres of Pasture, one hundred Acres of Wood, two hundred Acres

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Acres of Heath and Furze, Common of Pasture for all manner of Cattle, Common of Turbary, Free Foldage, and View of Frank-pledge, with the Appurtenances in ----and unless, &c.

AND such is the Agreement, that the aforesaid G. and E. have acknowledged the aforesaid Manor, Tenements Commons, Liberty and View of Frank-pledge, with the Appurtenances, to be the Right of him the said *James* as those, &c. as before.

Taken and acknowledged, &c.

G. D.
E. D.

A Fine from one to one, of a Moiety of a Manor, &c.

Wiltshire, to wit: Command *William G. Gent.* that justly, and without delay, he perform the Covenant with *F. P. Gent.* made between them, of the Moiety of the Manor of ----and also of the Moiety of five Messuages, five Gardens, five Orchards, and twenty Shillings Rent, with the Appurtenances in ----and unless, &c.

And

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AND such is the Agreement, that the aforesaid *William* hath acknowledged the Moiety of the Manor and Tenements aforesaid, and Rent, with the Appertenances, to be the Right of the said *F.* as those, &c. as before.

A Fine for Rent Issuing out of a Rectory.

Berkshire, to wit : Command *Edward D.* that justly, &c. to *Henry J.* made between them, of the yearly Rent of twenty Pounds, issuing out of the Rectory of the Parish Church of -----and unless, &c.

AND such is the Agreement, that the aforesaid *Edward* hath acknowledged the aforesaid Rent to be the Right of the aforesaid *Henry*, as those, &c. as before.

A Fine of Lands by *Sur Concessit* for Term of Life.

Gloucester, to wit: Command *John G.* and *Elizabeth* his Wife, that justly, and without delay, they perform the Covenant to *George J.* of two Messuages, two Gardens, and two Orchards, with the Appurtenances in -----and unless, &c.

And.

AND such is the Agreement, to wit, that the
aforesaid *John* and *Elizabeth* have granted
to the aforesaid *George* the Tenements aforesaid,
with the Appurtenances, and all and whatsoever
they the said *John* and *Elizabeth* have in the
Tenements aforesaid, with the Appurtenances
for the Term of the Life of the said *Elizabeth*,
and those to the said *George*, in the same Court
they render, to have and to hold to the said
George, during the Life of the said *Elizabeth*;
and the said *John* and *Elizabeth* have warranted
the said Tenements, with the Appurtenances as
aforesaid, against them the said *John* and *Eliza-
beth*, during the Life of the said *Elizabeth*; and
for this, &c.

A Fine sur Donne Grant and Render.

Devonshire, to wit: Command *Joseph B. Esq*;
that justly, and without delay, he perform
the Covenant with *Charles D. Esq*; made
between them, of one Messuage, and one
Garden, with the Appurtenances in-----and
unless, &c.

AND such is the Agreement, to wit, that the
aforesaid *Joseph* hath acknowledged the Te-
nements aforesaid, with the Appurtenances, to
be the Right of him the said *Charles*, as those
which the same *Charles* hath of the Gift of the
aforesaid *Joseph*; and those he hath released and
quitted Claim from him *Joseph* and his Heirs, to
the said *Charles* and his Heirs for ever: And
more-

moreover the said *Joseph* hath granted for himself and his Heirs, that they will warrant the aforesaid Tenements, with the Appurtenances, to the aforesaid *Charles* and his Heirs, against him the said *Joseph* and his Heirs for ever; and for this Acknowledgment, Release, quitting Claim, Warrant, Fine and Agreement, the said *Charles* hath granted to the aforesaid *Joseph* the Tenements aforesaid, with the Appurtenances; and the same to him hath rendered in the same Court, to have and to hold to the aforesaid *Joseph*, and the Heirs which the said *Joseph* shall beget on the Body of *Elizabeth* his Wife, to be held of the Chief Lords of the Fee by the Services which belong to the aforesaid Tenements: And if it shall happen, that the said *Joseph* shall die without Heirs, on the Body of the said *Elizabeth* by him begotten, then after the Decease of the aforesaid *Joseph*, the aforesaid Tenements, with the Appurtenances, wholly to remain to the aforesaid *Elizabeth*, to be held, &c. for the Term of her Life; and after the Decease of the aforesaid *Elizabeth*, the Tenements aforesaid, with the Appurtenances, wholly to remain to the right Heirs of the aforesaid *Charles* to be held, &c. and for this, &c.

An Indenture to lead the uses of a Fine.

THIS Indenture made, &c. between *Charles F.* of, &c. Esq; and *Hannah* his Wife, of the one part, and *William J.* of, &c. of the other part, witnesseth, that the said *Charles F.* and *Hannah* his Wife, for the settling and assuring
of

of the Manors, Lands, Tenements, Hereditaments and Premisses herein after mentioned, to the severall Uses, Intents and Purposes, herein after declared, limited and appointed; and for divers other good Causes and Considerations, he the said *C. F.* hath covenanted and granted, and by these Presents doth, for himself, his Heirs and Assigns, covenant and grant, to and with the said *W. J.* his Heirs and Assigns; and the said *H.* Wife of the said *C. F.* doth hereby Consent and agree, that they the said *C. F.* and *H.* his Wife shall and will, before the End of *Trinity* Term next ensuing, acknowledge and levy in due Form of Law, before his Majesty's Justices of the Court of Common Plea at *Westminster*, unto the said *W. J.* his Heirs and Assigns, one Fine *sur Conusance de droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of all that Manor of, &c. and of all that Messuage, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Services of all and singular the said Manor and Premisses above-mentioned, and every Part, and Parcel thereof, with the Appurtenances, by the Names of thirty-five Messuages, forty-five Cottages, two Mills, four hundred and eighty Acres of Land, three hundred and ninety Acres of Meadow, four hundred Acres of Pasture, eighty Acres of Wood, and forty Pounds Rent, and Common of Pasture, with the Appurtenances in, &c. aforesaid: And it is hereby agreed, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, that the Fine so as
afore-

aforesaid, or in any other Manner to be levied of the said Manor and Premisses, or any Part thereof; and also all and every other Fine and Fines already had and levied, or to be had and levied of the same Premisses, or any Part thereof, as for and concerning the said Manor and Premisses above-mentioned, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed and taken to be and enure; and the said *W. J.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, now standing and being seized, or which at the Perfecting of the said Fine, shall stand, or be seized of the said Manor and Premisses, or any Part thereof, shall at all Times hereafter stand and be seized thereof, and of every Part thereof, with the Appurtenances, to and for the several Uses, Intents and Purposes herein after limited, expresse and declared, (that is to say) as for and concerning the said Manor of, &c. with its Rights, Members and Appurtenances, and all and singular the Messuages, Farms, Cottages, Lands, Tenements, Commons, Wastes, waste Grounds, Moors, Marshes, Mines of Coals, &c. Royalties, Rents and Hereditaments whatsoever, to the same Manor belonging or appertaining, or accepted, reputed or taken, as Part, Parcel or Member thereof, to the Use and Behoof of the said *C. F.* and *H. F.* &c. for and during the Term of their natural Lives, and the Life of the longest Liver of them, without Impeachment of or for any manner of Waste, and with full Power and Authority for the said *C. F.* alone during his Life, and after his Death for the said *H.* alone during her Life, to make and grant any Lease or Leases,

or

or Grant or Grants by Copy of Court-Roll, for one, two or three Life or Lives, in Possession or Reversion of any Lands or Tenements, Parcel of the said Manor, which have been usually so granted, provided that there shall be no more than three Lives at any one Time in Being on the said Premises, or any Part thereof; and so as the usual Rents, Heriots and Services, or more, shall be reserved on such Leases and Copies respectively; and from and after the Decease of the said *C. F.* and *H.* his Wife, and the Survivor of them, then to the Use and Behoof of the right Heirs of the said *C. F.* for ever: And as for and concerning all and singular the said Messuage, &c. whereof the said Fine shall be so levied, and whereof no Use is herein before declared to the only proper Use and Behoof of, &c. his Heirs and Assigns for ever, and to and for no other Use, Intent, or Purpose whatsoever. In Witness, &c.

An Indenture declaring the Uses of a Fine on a Purchase.

THIS Indenture made, &c. between *William D.* of, &c. Gent. and *Frances* his Wife, of the one Part, and *Edward C.* of, &c. of the other Part, witnesseth, that for and in Consideration of the Sum of five hundred pounds of lawful Money of Great Britain, to the said *William D.* and *Frances* his Wife, in Hand paid by the said *Edward C.* the Receipt whereof the said *William* and *Frances* do hereby acknowledge, and thereof, and of every part and parcel thereof, do hereby acquit, exonerate, and discharge the said *Edward*;

ward; and for divers other good Causes and Considerations, then the said *William* and *Frances* moving, he the said *William D.* hath covenanted and granted, and by these presents doth covenant and grant, to and with the said *Edward* and his Heirs and Assigns, that he the said *William D.* and the said *Frances* his Wife shall and will, on or before the End of the next *Michaelmas* Term, before his Majesty's Justices of the Court of Common pleas at *Westminster*, in due Form of Law, levy and acknowledge unto the said *Edward C.* and his Heirs, one *Fine sur Cognizance de droit come ceo*, &c. with proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of all that Messuage or Tenement, with the Appurtenances, situate, lying and being in---&c. And also of all those Pieces or Parcels of Land, lying and being in---in, &c. and containing, &c. with all and singular their Appurtenances; all which said Premises were formerly purchased of, &c. and are now in the Tenure or Occupation of, &c. And also of the Reversion and Reversions, Remainder and Remainders, Rents and Services of the Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, by such Name and Names, Quantity and Number of Acres and Things, and in such Manner as by the said *Edward C.* or his Counsel learned in the Law shall be reasonably devised or advised and required; which said Fine so to be had and levied, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, sued or prosecuted of the said Premises, or any Part thereof by itself, or jointly with

with any other Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any or either of them, and any other Person or Persons, as for or concerning all and singular the Premises above mentioned, and every Part and parcel thereof, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed, and taken to be and enure, to and for the only proper Use and Behoof of the said *Edward C.* and his Heirs and Assigns for ever, and to and for no other Use, Intent, or Purpose whatsoever. In Witness, &c.

An Indenture leading the Uses of a Fine by way of Settlement.

THIS Indenture made between *H. B.* of, &c. Esq; and *S.* his Wife, of the one Part, and *N. H.* of &c. Gent. of the other Part, witnesseth, that the said *H. B.* and *S.* his Wife, for the settling and assuring the Manors, Land, Tenements, Hereditaments and Premises herein after mentioned, to the several Uses herein after declared and limited, and for divers other good Causes and Considerations him the said *H. B.* moving, he the said *H. B.* hath covenanted and granted, and by these Presents doth, for himself, his Heirs and Assigns, covenant and grant, to and with the said *N. H.* his Heirs and Assigns, and *S.* the Wife of the said *H. B.* doth hereby consent and agree, that the said *H. B.* and *S.* his Wife, shall and will before the End of *Trinity* Term next ensuing, in due Form of Law, ac-
Q
know-

knowledge and levy before his Majesty's Justices of the Court of Common Pleas at *Westminster*, unto the aforesaid *N. H.* his Heirs and Assigns, one *Fine sur Cognizance de droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of all that the Manor of, &c. and of all that Messuage, Tenement or Farm called, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents, Issues, profits and Services of the said Manor, and Premises above-mentioned, and of every part and parcel thereof, with the Appurtenances, by the Names of thirty Messuages, twenty Cottages, one Mill, twenty Gardens, twenty Orchards, five hundred Acres of Land, five hundred Acres of Meadow, five hundred Acres of Pasture, twenty Acres of Wood, twenty Acres of Underwood, one hundred Acres of Furze and Heath, twenty pounds Rent, and Common of Pasture for all manner of Cattle, with the Appurtenances in---&c. aforesaid: And it is hereby agreed, by and between the said Parties to these Presents, and the true Meaning and Intent hereof is, and it is hereby so declared, That the Fine so as aforesaid, or in any other manner to be had and levied of the said Manor and Premises, or any part thereof; and also all and every other Fine and Fines already had and levied, or to be had and levied of the same Premises, or any part thereof, shall be adjudged, esteemed and taken to be enure; and the said *N. H.* and his Heirs, and all and every Person or Persons, and his and their Heirs, now standing and being seized, or which, at the perfecting of the said Fine, shall stand or be seized

ed of the said Manor or Premisses, or any part thereof, shall at all Times hereafter stand and be seized thereof, and of every part thereof, with the Appurtenances, to and for the several Uses, Intents and purposes herein after limited, expressed and declared, (that is to say) as for and concerning the said Manor, with all and singular the Rights, Members and Appurtenances, and all and singular the Messuages, Cottages, Land, Tenements, Commons, Wastes, waste Grounds, Mines, Royalties, Rents and Hereditaments whatsoever, to the same Manor belonging or appertaining, or accepted, reputed, or taken as part, parcel or member thereof, to the Use and Behoof of the aforesaid *H. B.* and *S.* for and during the Term of their natural Lives, and the Life of the longest Liver of them, without Impeachment of or for any manner of Waste; and with full Power and Authority for the said *H. B.* alone, during the Term of his Life, and after his Decease, for the said *S.* alone, during the Term of her Life, to make and grant any Lease or Leases, or Grant or Grants by Copy of Court Roll, for one, two or three Life or Lives, in Possession or Reversion of any Lands and Tenements, parcel of the said Manor, which have been usually so granted; provided that there shall be no more than three Lives, at any one Time in Being on the said Premisses or any part thereof; and of as the usual Rents, Heriots and Services, or more, shall be reserved on such Leases and Copies respectively; and from and after the Decease of the said *H. B.* and *S.* his Wife, and the Survivor of them, to the Use and Behoof of the right Heirs of the said *H. B.* for ever; and as

for and concerning all and singular the said Mes-
 suage, Tenement or Farm called, &c. with the
 Appurtenances aforesaid, whereof the said Fine
 shall be so levied, and whereof no Use is herein
 before declared, to the only proper Use and Be-
 hoof of the said *H. B.* and the said *S.* for the
 Terms of their natural Lives, and the Life of the
 Survivor of them, and then to the Use and Be-
 hoof of the right Heirs of the said *H. B.* for ever.
 In Witness, &c.

*Of RECOVERIES, and the
Method of suffering the same.*

A Recovery is a fictitious Action in Law for cutting off Estates in Tail, and for better Assurance of Lands and Tenements, upon which Uses may be limited and raised; it is the same Nature with a Fine, tho' stronger, in regard it bars Remainders and Reversions; and the same Method is used for the most part, in guiding and directing the Uses of a Recovery, as for the Uses of a Fine.

In prosecuting Recoveries, there is a fictitious Suit on a real Action depending between the Parties who are called Demandant, Tenant and Vouchee.

The Demandant is supposed to bring his Suit for Recovery of the Lands specified in the Declaration, as if he had a good Right thereto against the Tenant, as though he had no Right of Entry but by Deseisin, which *Hugh Hunt* had unjustly made on the Demandant; and thereupon the Tenant calls to warrant to him the Common Vouchee, which Vouchee is supposed to appear in Court, and warrant the Lands to the Tenant; whereupon the Demandant or Tenant claims the Premises against the Common Vouchee, who is supposed to appear and defend his Right; and pleads, that *Hugh Hunt* did not disseise the Demandant, as by the Declaration is supposed, and puts himself on the Country to try it; whereupon the Demandant prays a Day to imparl; which being given, he again is supposed

to come into the Court, and the Common Vouchee is supposed to make Default, and withdraw in Contempt of the Court; whereupon Judgment is given, that the Demandant do recover the Premises, and the Tenant have a Satisfaction to the Value of the Estate from the Common Vouchee.

The Force and Effect of a Recovery, is to destroy all Estates and Incumbrances, that one may sell, give or devise the Estate in Fee, or what Manner he pleases, and the Recompence adjudged over shall go in Succession of the Estate, as the Lands would have done, so that the Heir who is divested of the one, may seek the other.

This supposed Recompence is a Reason why a common Recovery bars all that are in Remainder or Reversion, as well as the Issues in Tail; whereas a Fine bars only the Heirs in Tail, and not those in Remainder, unless upon Non-claim in due Time.

A Recovery only bars where there is a Privy in Law; as the Issue, the Person in Remainder or Reversion, &c. The Heir shall not be barred who claims as Purchaser for a valuable Consideration, and not as Heir by Descent, nor where the Estate is Executory, and depends on Contingencies, or an Executory Devise; nor shall it bar the Heir where there is a Rent granted by Tenant in Tail, &c. But if a Remainderman grants a Rent-charge, Recoveror comes in during the Continuance of the Estate not subject to the Rent.

In every Recovery there must be a good Tenant to the Præcipe or the Recovery is void; the Tenant to the Præcipe is made by Lease and Re-

Release, Fine, &c. and it is sufficient that the Tenant to the Præcipe gains a Freehold before Judgment.

There is no Oecasion of setting forth a Lease and Release to make a Tenant to the Præcipe, because where a Person claims under a Recovery, it is supposed there was a good Tenant to the Præcipe till the contrary is shewn, and rather than the Recovery shall fail, they shall be presumed as Tenants to the Præcipe by Disseisin, especially if it be alledged in Proceeding, that they are the Tenants of *Free Tenement*.

A Deed and a Recovery make but one Conveyance.

When Indentures are made Precedent, and afterwards a Recovery suffered, no Parol Averment shall be taken that there were other Uses intended, but what are in the Indenture, though nothing vests till the Recovery is had.

An Averment may be taken on a subsequent Indenture, that other Uses were declared and limited before, and at the Time of the Recovery, than what are in the Indenture.

If the Uses of a Recovery are declared by a Deed subsequent thereto, a Stranger shall be admitted to plead other Uses before the Deed, but an Heir at Law shall not.

Common Recoveries are with single, double, treble, or more Vouchers.

In a Recovery with single Voucher, the Writ of Entry is brought against Tenant in Tail in Possession, and he vouches over to Warranty the Common Vouchee.

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In a Recovery with double or treble Voucher, the Estate must be discontinued by Fine, Feoffment, Lease and Release, &c. and a Tenant made of the Freehold of the Land, and then the Writ of Entry must be brought against that Tenant the Cognizee, Feoffee, &c. and he is to vouch the Tenant in Tail, and the Tenant in Tail the Common Vouchee.

A Recovery with single Voucher bars the Tenant in Tail and his Heirs, only of such Estate-Tail as in his Possession, with the Remainder depending upon it and the Reversion which others have in Expectancy, and of all Leases and Incumbrances derived out of such Remainder or Reversion; but a Recovery with double Voucher bars the first Voucher and his Heirs of every such Estate, as at any Time was in him or any of his Ancestors, whose Heir he is of such Estate, and all others of Right to Remainders and Reversions dependant and expectant on the same, and all Leases and Incumbrances derived out of them; and it will also be a Bar of the Estate, whereof the Tenant was then seized in Reversion or Remainder.

The Recovery with treble Voucher makes a perpetual Bar of the Tenant's Estate, and of every such Estate of Inheritance as at any Time had been in the first and second Vouchee or their Ancestors, whose Heirs to such Estate they are, as well of every Reversion dependant thereon, as of all Leases, Estates, Charges and Incumbrances, out of any such Reversion or Remainder derived.

Common Recoveries are suffered in the Court of Common Pleas, by the Tenants and Vouch-
ers

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hers personally in Court, and sometimes by an Attorney, by a *Dedimus potestatem*.

To suffer a Recovery where the Praties are present at the Bar of the Court, you first make out a Præcipe, naming the Demandant and Tenant, and the Quantity and Quality, &c. of the Premises, which Præcipe is in this Form.

Somersetshire, to wit: Command J. G. Gent.
that justly, and without Delay, be render unto
L. S. Gent. one Messuage, four Gardens, sixty
Acres of Land, fifteen Acres of Meadow, and
forty-five Acres of Pasture, with the Appur-
tenances, in---&c. which he claims, &c.

Tenant in Person calls to Warranty J. M.

This Præcipe you give to a Serjeant at the Bar, who will count upon it, and signs his Name thereto, and the Prothonotary makes the Præcipe thus.

At Bar.

*The Tenant's Appearance is
recorded by the Court.*

Cooke.

You then carry the Præcipe to the Cursitor of the County where the Lands lie, and he will make you the Writ of Entry, for which you pay seven Shillings and Six Pence.

This Writ of Entry you carry to the Alienation-Office to be compounded, and the Commissioners mark on the Back thereof, what the King's Fine comes to.

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The next Thing is the Writ of Seisin, which you make out and annex to the Writ of Entry, and carry them together to the Return-Office to be returned, the Form of which Writ of Seisin is as follows.

Writ of Seisin.

G E O R G E the Second, by the Grace of God, of *Great-Britain, France and Ireland*, King, Defender of the Faith, &c. To the Sheriff of *Somersetshire*, Greeting: Know you that L. S. (the Demandant) in our Court before our Justices at Westminster, hath recovered his Seisin against J. G. (the Tenant) of one Messuage (reciting the Parcels) by our Writ of Entry upon *Disseisin in le post*; and therefore we command you, that without Delay you cause full Seisin of the Tenements aforesaid, with the Appurtenances to be delivered to the said L. S. (the Demandant) and in what Manner you shall have executed this our Command, you make appear to our Justices at Westminster forthwith, and have you there this Writ. Witness Sir *Robert Eyre*, Knt. at Westminster, the----Day of---in the---Year of our Reign.

When you have got the Writs of Entry and Seisin returned, you then carry the Writ of Entry to the Attorney General, who indorses his Name on the Back thereof, and for which you pay ten Shillings.

Your next Step is to draw your Recovery, the Form of which is as follows.

The

The Form of a Recovery with single Voucher.

Somerſet, **L.** S. Eſq; in his proper Perſon de-
to wit. **L.** mandeth againſt **J. G.** (*the Te-
nant*) one Meſſuage, four Gardens, &c. (*reciting
the Parcels*) with the Appurtenances in---as his
Right and Inheritance, and into which the ſame
G. J. hath not Entry, but aſer the Diſſeiſin
which *Hugh Hunt* thereof unjuſtly, and without
Judgment, hath made to the ſaid **L. S.** within
thirty Years, &c. and whereupon he ſaith that
he was ſeiſed of the Tenements aforeſaid, with
the Appurtenances in his Demefne as of Fee and
Right in Time of Peace, in the Time of our
Lord the King that now is, by taking the Profits
thereof to the Value, &c. and into which, &c.
and thereof he bringeth Suit, &c.

And the aforeſaid **J. G.** in his Proper Perſon
cometh and defendeth his Right, when, &c. and
thereupon voucheth to Warranty *Jacob Mor-
land*, who is preſent here in Court in his proper
Perſon, and freely warranteth to him the Tene-
ments aforeſaid with the Appurtenances, &c. and
hereupon the ſaid **L. S.** demandeth againſt him
the ſaid *Jacob*, Tenant, by his own the Warranty
the Tenements aforeſaid, with the Appurtenan-
ces, in Manner aforeſaid, &c. and whereupon
he ſaith, that he was ſeiſed of the Tenements a-
foreſaid, with the Appurtenances, in his Demef-
ne as of Fee and Right in Time of Peace, in the
Time of our Lord the King that now is, by tak-
ing the Profits thereof to the Value, &c. and into
which, &c. and thereof he bringeth Suit, &c.

And

And the aforesaid *Jacob*, Tenant, by his own Warranty defendeth his Right, when &c. and saith, that the said *Hugb* did not disseise the said *L.* of the Tenements aforesaid, with the Appurtenances, as the said *L.* by his Writ and Declaration above doth suppose; and of this he putteth himself upon the Country, &c.

And the said *L.* thereupon craveth Leave to imparl, and he hath it, &c. and afterwards the said *L.* cometh again here into Court in this same Term in his proper Person; and the said *Jacob*, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is adjudged that the said *L.* do recover his Seisin against the said *J. G.* of the Tenements aforesaid, with the Appurtenances; and that the said *J. G.* have of the Land of the aforesaid *Jacob* be amerced, &c. And hereupon the said *L.* prays a Writ of the Lord the King to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to him; and it is granted to him returnable here forthwith, &c. afterward, that is to say, the---Day of---in this same Term, the said *L.* cometh hereinto Court in his proper Person, and the Sheriff, namely *H. D. Esq;* now returneth, that he by Virtue of the aforesaid Writ to him directed on the---Day of the same Month of---did cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the aforesaid *L.* as by the said Writ he was commanded, &c.

This Recovery, as far as is before mentioned, you enter on a Roll of the same Term the Recovery

covery is to be passed; and then you make out an Exemplification of the Recovery on a Skin of Parchment, stamped with a double Crown-Stamp, which Exemplification you carry to the prothonotary's Office, who examines the same with the Roll, and signs it; and you leave the Roll with the Prothonotary, and also the Writs of Entry and Seisin, who will take Care to file the same at the *Custos Brevium's* Office, you enter at the same Time on the prothouotary's Remembrance-Roll the following præcipe.

Somersetshire, to wit: Command J. G. Gent. that justly, and without Delay, he render to L. S. Gent. one Messuage, four Gardens, sixty Acres of Land, fifteen Acres of Meadow, and forty-five Acres of pasture, with the Appurtenances in---which he claims, and so forth. Entry returnable---tested the--- Day of---in the---Year of King George the Second. pledges to prosecute, *John Doe, Richard Roe*; Summons *John Den, Richard Fen*,---Esq; Sheriff.

The Form of the Exemplification.

GEORGE the Second, by the Grace of God, of *Great Britain, France and Ireland*, King, Defender of the Faith, &c. To all to whom these present Letters shall come, Greeting: Know ye that amongst the pleas of Land, inrolled at *Westminster*, before Sir *Robert Eyre*, Knight, and his Brethern, Justices of the Common pleas, of the Term of Saint *Hillary*, in the seventh Year of our Reign, upon the---Roll, it is thus con-

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contained. *Somersetshire*, to wit: *L. S. Gent.* in his own proper person demandeth against *J. G. &c.* (*Insert all the before going Recovery, without making any Breaks or Paragraphs to as by the said Writ he was commanded, then say*) all and singular which Premises, at the Request of the said *L.* by the Tenure of these Presents, we have caused to be exemplified. In Testimony whereof, we have caused our Seal, appointed for sealing of Writs in the Bench aforesaid, to be affixed to these Presents. Witness Sir *Robert Eyre*, Knt. at *Westminster*, the---Day of----in the ---Year of our Reign.

This Recovery, when examined with the Prothonotary, you carry to the Seal-Office to be sealed, for which you pay two Shillings and two Pence, and the same is then perfected.

The Method of passing Recoveries by warrants of Attorney.

IN Order to suffer a Recovery, where the Parties cannot attend at Bar, you make out a Præcipe as hereafter mentioned, which you carry to the Curfitor of the County, who will make out a *Dedimus potestatem* for taking Warrants of Attorney, for which *Dedimus* you pay one Pound five Shillings and eight Pence.

The Præcipe which you carry to the Curfitor:

Wiltshire, to wit: Command *C. D. Gent.* that justly, and without Delay, he render to *A. B. Gent.* twenty Messuages, and five Gardens, with the Appurtenances, in-----which he claims, &c.

W. H.

W. H. Knt.

Dedimus directed to C. F.

G. M.	}	Gent.
J. K.		

You then prepare Warrants of Attorney in the following Form, and which the Parties sign, and the Commissioners who are present, write on the Warrants the Caption as before in taking of Fines, and indorse on the *Dedimus* the Execution thereof.

The Form of the Warrant of Attorney for the Tenant with single Voucher.

Wilts, to wit: Command C. D. Gent. that justly, and without Delay, he render to A. B. Gent. twenty Messuages, and five Gardens, with the Appurtenances, in---which he claims, and so forth.

Wilts, to wit: C. D. Gent. putteth in his Stead J. G. and E. L. his Attornies, jointly and severally against A. B. Gent. of a Plea of Land.

C. D.

Taken and acknowledged
the---Day of---
in the---Year

The

*The Form of the warrant of Attorney, with double
Voucher.*

Wiltshire, to wit: Command *C. D.* that justly, and without Delay, he render to *A. B.* one Messuage, and ten Acres of Land, with the Appurtenances, in---which he claims, &c.

Wiltshire, to wit: *C. D.* putteth in his Stead *J. G.* and *E. L.* his Attorneis, jointly and severally against *A. B.* of a Plea of Land, &c.

Wiltshire, to wit: *E. F.* whom *C. D.* calleth to Warranty, putteth in his Stead *M. G.* and *W. H.* jointly and severally against *A. B.* of a Plea of Land, &c.

Taken and acknowledged,
&c.

*The Form of the warrant of Attorney, with treble
Voucher.*

Wiltshire, to wit: Command *C. D.* that justly and without Delay, he render to *A. B.* ten Messuages, with the Appurtenances, in----which he claims, &c.

Wiltshire, to wit: *C. D.* putteth in his Stead *J. G.* and *E. L.* his Attornies, jointly and severally against *A. B.* of a Plea of Land.

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Wiltshire, to wit: *E. F.* whom *C. D.* calleth to Warrant, putteth in his Stead *N. G.* and *W. H.* jointly and severally against *A. B.* of a Plea of Land, &c.

Wiltshire, to wit: *L. S.* whom *E. F.* calleth to Warranty, putteth in his Stead *W. G.* and *H. J.* his Attornies, jointly and severally against *A. C.* of a Plea of Land, &c.

Taken and acknowledged, &c.

When these Warrants of Attorney are remitted out of the Country, you make out another *Præcipe* on Paper, and give it to the Serjeant at Bar, who counts on it, and then you get the Tenant's Appearance to be recorded by the Court.

You then carry the *Præcipe* back to the Curfitor, who will make you out a Writ of Entry, and likewise the *Mittimus* and *Transcript*, for which *Mittimus* and *Transcript* you pay thirteen Shillings and six pence.

You then make out your Writ of Summons and Seisin, which you annex to the Writ of Entry, and pass them through the Offices.

The Form of the Writ of Seisin you see before.

The Forms of the Writs of Summons are as follow.

The Writ of Summons to the First Vouchee.

GEORGE the Second, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, &c. To the Sheriff of --- Greeting: Summon by good Summoners (the Vouchee) that he be before our Justices at Westminster, the Return) to warrant to (the Tenant) one Messuage, and ten Acres of Land, with the Appurtenances, in---which (the Demandant) in our Court, before our Justices at Westminster, claimeth as his Right by our Writ of Entry upon Disseisin in le post against the said (the Tenant) and whereof the said (the Tenant) in our said Court, hath vouched to warrant the said (the Vouchee) to be summoned in our County to warrant against the said (the Demandant): and have you there the Summons, and this Writ. Witness Sir Robert Eyre, Knt. the --- Day of---in the---Year of our Reign.

Cooke.

The Writ of Summons for the Second Vouchee.

GEORGE the Second, &c. To the Sheriff of--- Greeting: Summon by good Summoners (the Second Vouchee) that he be before our Justices at Westminster, the Return) to warrant to (the first Vouchee) whom (the Tenant) in our Court, before our Justices at Westminster, heretofore did vouch to Warranty, one Messuage,
 &c.

&c. (receiting the parcels) which (the Demandant) in our said Court claimeth as his Right by our Writ of Entry upon Disseisin in le post, against the said (the Tenant); and thereupon the said (First Vouchee) in our said Court, hath further vouched the said (the Second Vouchee) to be summoned in your County to warrant against the said (the Demandant); and have you there the Summoners, and this Writ. Witness Sir *Robert Egre*, Kt. at Westminster, the---- Day of ----in the---Year of our Reign.

The Writ of Seisin ought to be made returnable at least fifteen Days after the Test-Day of the Return of the Writ of Entry; but in Case the Writ of Entry is returnable towards the latter End of the Term, so that there be not fifteen Days between the last Day of the Term, and the Return of the Writ of Entry, then the Writ of Seisin must always be returnable immediately, and bear Test the Return-Day of the Writ of Entry, when there is no Summons; but if the Writ of Entry be made returnable the last Return of the Term, the Writ of Seisin must then be returnable the first Return of the subsequent Term.

You Test your Exemplification of the Recovery after the Return of the Writ of Seisin, if it is returnable the same Term Judgment was given; but if the Writ of Seisin be returnable of a subsequent Term, then the Exemplification must be tested the last Day of the Term in which Judgment was given; and observe, that immediately after awarding the Return of the Writ of Seisin, you go on in the Exemplification, all and singular which Premises, &c. and upon the Folding
up

up of the Bottom of the Exemplification, you indorse the Return of the Sheriff, viz:-- at which Day the said *A. B.* (the Demandant) cometh here into Court in his proper Person, and the Sheriff namely *G. W.* Esq; now returneth, that he, by Virtue of the aforesaid Writ to him directed, on the --- Day of --- did cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the said *A.* as by the said Writ he was commanded.

But on the Roll you make no such Distinction.

There are five Returns inclusive between the Writ of Entry and the Writ of Summons, and likewise five Returns between the first Writ of Summons and the second Writ of Summons.

The first Writ of Summons must bear Teste the fourth Day inclusive, from the Return of the Writ of Entry, and so a second Summons from the Return of the First.

Your next Thing is to prepare your Recovery, the Form of which is as follows.

A Recovery where the Tenant appears in Person, and the Vouchee on Summons.

Somersetshire, *A. B.* in his proper Person do to wit. *A.* mandeth against *C. D.* twenty Messuages, &c. (*here receite the Parcels*) with the Appurtenances in *D.* as his Right and Inheritance, and into which the same *C.* hath not Entry; but after the Disseisin which *Hugh Hunt* thereof unjustly, and without Judgment, hath made to the said *A.* within thirty Years, &c. and whereupon

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whereupon he saith he was seized of the Tenements aforesaid, with the Appurtenances, in his Demesne as of Fee and Right in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof, to the Value, &c. and into which, &c. and therefore he bringeth Suit, &c.

And the said *C.* in his proper Person cometh and defendeth his Right, when, and so forth; and thereupon voueth to warranty *E. B.* and *M.* his Wife, summoned in the County aforesaid; let him have them there from *Easter-Day*, in five weeks (*the Return of the Summons*) by the Aid of the Court, &c. the same Day is given to the parties aforesaid, &c. and upon this the said *C.* putteth in his Stead *G. H.* and *J. K.* his Attornies, jointly or severally against the said *A.* to gain or lose of the plea aforesaid; &c. at which Day here cometh, as well the said *A.* in his proper Person, as the said *C.* by the said *G. H.* his Attorney, and the said *E.* and *M.* being summoned, &c. likewise come by *T. T.* their Attorney, and freely warrant the Tenements aforesaid, with the Appurtenances, to the said *C.* &c. and hereupon the said *A.* demandeth against the aforesaid *E.* and *M.* Tenants by their own warranty, the Tenements aforesaid, with the Appurtenances, in Manner aforesaid; and whereupon he saith, that he was seized of the Tenements aforesaid, with the Appurtenances, in his Demesne as of Fee and Right in time of peace, in the time of our Lord the King that now is, by taking the profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And

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And the said *E.* and *M.* Tenant, by their own warranty defend their Right, when, &c. and thereupon they further couch to warranty *Jacob Moreland*, who is present here in Court in his proper Person, and freely warranteth to them the Tenements aforesaid, with the Appurtenances, &c. and hereupon the said *A.* demandeth against him the said *Jacob*, Tenant, by his own warranty, the Tenements aforesaid, with the Appurtenances, in his Demesne as of Fee and Right in time of peace, in the time of our Lord the King that now is, by taking the profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Jacob*, tenant, by his own warranty defendeth his Right, when, &c. and saith, that the said *Hugh* did not disseise the said *A.* of the tenements aforesaid, with the Appurtenances, as the said *A.* by his Writ and Declaration above doth suppose; and of this he putteth himself upon the Country, &c.

And the said *A.* thereupon craveth Leave to imparl, and he hath it, &c. and afterward the said *A.* cometh again here into Court in the same term, in his proper person, and the said *Jacob*, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: therefore it is adjudged, that the said *A.* do recover his Seisin against the said *C.* of the tenements aforesaid, with the Appurtenances, and that the said *C.* have of the Land of the aforesaid *E.* and *M.* to the Value, &c. and that the said *Jacob* be amerced, &c. and hereupon the said *A.* prays a writ to the Lord the King, to be directed to the Sheriff of the County aforesaid,

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said, to cause full Seisin of the tenements aforesaid, with the Appurtenances, to be delivered to him; and it is granted to him returnable here forthwith, &c. afterwards, that is to say, the --- Day of---in the term, the said *A.* cometh here into Court in his proper Person, and the Sheriff, namely *R. S.* Esq; now returneth, that he, by Virtue of the aforesaid Writ to him directed, on the fifth Day of the sawe Month of *May*, did cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the said *A.* as by the said writ he was commanded, &c.

When you have drawn your Recovery, you enter it upon the Rolls, as likewise the Mittimus and transcript; but as those Entries are various according to the time the Recovery is passed, and the Returns of the writs, you must be very cautious of them, and therefore shall refer you to Prothonotaries, or their Clerks, who will inform you thereof.

Your Recovery you exemplify as before, and get the same examined and signed by the Prothonotary, and seaied, and it is then perfected.

You leave your several writ with the Prothonotary, who takes care to file them with the *Custos Brevium*.

I shall not here insert any other Forms of Recoveries, my Intention being only to give the Reader a small Idea of the Method of passing a Recovery, but shall refer him to *Brown's* Treatise on Fines and Recoveries, from whence, by the Help of the beforegoing Translation, he may easily draw any recovery necessary for him to pass: Therefore shall only add the Forms of several Indentures for passing recoveries, and leading the Uses thereof.

The

The Form of a Deed to lead the Uses of a Recovery.

THIS Indenture tripartite, made, &c. between *William A.* of, &c. of the first Part, *J. G.* of, &c. of the second Part, and *T. D.* of, &c. of the third Part, witnesseth, that the said *W. A.* for the Docking, Barring and Cutting off all Estates tail, and Remainders in tail, of and in the several Messuages, tenements, Lands and Hereditaments herein after menrioned, and for the settling and assuring of the same, to and for the Uses, Intents and Purposes herein after limited, expressed and declared, and in Consideration of five Shillings to him in Hand paid by the said *J. G.* the receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations, him the said *W. A.* in his Behalf moving, hath granted, bargained and sold, released and confirmed, and by these Presents doth grant, bargain and sell, &c. unto the said *J. G.* (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, &c.) all those Messuages or tenements, and all those Lands, &c. situate, lying and being, &c. and all Ways, &c. and the reversions, remainders, rents, Issues, Profits, and Services thereof, or incident thereunto, to have and to hold the said Messuages, tenements, Lands, and Premisses above-mentioned, and every Part and parcel thereof, with the Appurtenances, unto the said *J. G.* and his Heirs for ever, to the Intent and purpose, that the said *J. G.* shall and may become perfect tenant of the Freehold of the said Messuages, Lands and premisses,

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misses, and shall and may stand and be seized thereof, until a good and perfect common Recovery, with double Vouchers over, may be duly had, suffered and executed, of the said Messuages, Tenements, Lands and Premisses, according to the usual Course of Common Recoveries, for the Assurance of Lands and Tenements, in such Cases used and accustomed; and thereupon it is covenanted, concluded, and agreed, by and between all the said Parties to these Presents, for themselves and their and every of their Heirs, by these Presents, in Manner following, (that is to say) that the said J. G. shall and will before the End of *Michaelmas* Term next coming, permit and suffer the said T. D. to sue forth and prosecute against him the said J. G. one Writ of Entry, *sur Disseisin en le post*, returnable before his Majesty's Justices of the Court of Common Pleas at *Westminster*, thereby demanding against the said J. G. the said Messuages Tenements, Lands, Hereditaments and Premisses herein beforementioned, by such Name and Names, Numbers of Acres, Quantities, Qualities, Terms and Descriptions in the said Writ to be contained, and in such Manner and Form as by Counsel learned in the Law, shall be advised, unto and upon which said Writ of Entry so to be prosecuted and sued forth, the said J. G. shall appear Gratis, and vouch, to Warranty the said W. A. which said W. A. shall appear, either in Person, or by Attorney lawfully authorized, and enter into Warranty, shall vouch to warranty the Common Vouchee, who shall likewise appear and imparl, and afterwards make Default, and depart in Contempt of the Court; so that

R.

Judg.

Judgment may be thereupon had and given for the said *T. D.* to recover the said Messuages or Tenements, Lands, Hereditaments and Premises, against the said *J. G.* and for the said *J. G.* to recover in Value against the said *W. A.* and for the said *W. A.* to recover in Value against the said Common Vouchee, to the end one perfect common Recovery, with double Voucher may be thereupon had and suffered; and all and every other Thing and Things be done and perfected, needful and convenient, for the having and suffering the same Recovery, according to the Course of Common Recoveries in such Cases used; and the same Recovery is also to be executed by one Writ of *Habere facias Seisnam* accordingly; and it is hereby further covenanted, concluded and agreed, by and between all the said Parties to these Presents, for themselves and every of them, their and every of their Heirs, that the said Recovery so as aforesaid, or in any other Manner to be had and suffered of the said Messuages, Tenements, Lands, Hereditaments and Premises above-mentioned shall be and enure, and shall be deemed, adjudged, and taken, and is meant and intended, and by all the said Parties to these Presents, is hereby declared to be and enure; and the said *T. D.* and his Heirs, from and immediately after the suffering the same, shall stand and be seized of all and singular the said Messuages, Tenements, Lands and Hereditaments above-mentioned, and every Part and Parcel thereof, with the Appurtenances, to and for the only proper Use and Bechoof of the said *W. A.* his Heirs and Assigns for ever, and to and for no other Use, Intent, or Purpose whatsoever. In Witness, &c.

The

The Form of a Deed of Conveyance by Fine and Recovery.

THIS Indenture Tripartite, made, &c. between *G. H.* of, &c. and *S.* his Wife, *C. W.* of &c. and *M.* his Wife, of the first Part, *J. W.* of &c. and *H. G.* of &c. of the second Part, and *N. S.* of, &c. and *L. S.* of, &c. of the third Part, witnesseth, that for and in Consideration of the Sum of, &c. to the said *G. H.* and *S.* his Wife, and *C. W.* and *M.* his Wife, in Hand paid by the said *N. S.* and *L. S.* the receipt whereof they do hereby acknowledge; and in Consideration also of five Shillings of, &c. to the said *G. H.* and *S.* his Wife, and *C. W.* and *M.* his Wife, in Hand paid by the said *J. W.* and *H. G.* the receipt whereof they do also hereby acknowledge; and the said *G. H.* and *J. W.* for the Barring, Docking, Cutting off and Destroying of all Estates Tail, and remainders over now in Being, in and upon the Messuages, Lands, Tenements, and Hereditaments herein after-mentioned, and for conveying and assuring the same Premises, to the only proper Use and Behoof of the said *N. S.* and *L. S.* and their Heirs, they the said *G. H.* and *C. W.* have, and each of them hath covenanted and granted, and by these Presents do, and each of them doth covenant and grant, to and with the said *J. W.* and *G. H.* their Heirs and Assigns, that they the said *G. H.* and *S.* his Wife, and *C. W.* and *M.* his Wife, shall and

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will

will on this Side, and before the End of---Term next coming, before his Majesty's Justices of the Court of Common Pleas at *Westminster*, in due Form of Law, levy and acknowledge unto the said *J. W.* and *H. G.* and their Heirs, or to the Heirs of one of them, one Fine *sur Conuzance de droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of all those Messuages, or Tenements, &c. and also of the reversion and reversions, remainder and remainders, rents, and Services of the said Premises above-mentioned, and of every part and parcel thereof, with the Appurtenances, by such Name and Names, Quantity, and Number of Acres and Things, and in such Manner and Form as by the said *J. W.* and *G. H.* or their Counsel learned in the Law shall be reasonably devised, or advised and required; which said Fine so to be had and levied in manner aforesaid, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, sued or prosecuted of the said Premises, or any part thereof by it self, or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any or either of them, and any other Person or Persons before the said---Term, as for and concerning all and singular the said Premises above-mentioned, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, to and for the only proper Use and Behoof of the said *J. W.* and *H. G.* their Heirs and Assigns, to the Intent and purpose, that they may become perfect Tenants of the
Free-

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Freehold of the said Premisses: Yet nevertheless to this further End, Intent and Purpose, that they the said *J. W.* and *H. G.* shall and will on this Side, and before the End of the said next--- Term, permit and suffer the said *N. S.* and *L. S.* to sue and prosecute one or more Writ or Writs of Entry *sur Disseisin en le poft*, returnable before his Majesty's Justices of the said Court of Common Pleas against them the said *J. W.* and *H. G.* of all and singular the said Premisses above-mentioned, and of every part and parcel thereof, with the Appurtenances, by such Name and Names, Quantity and Number of Messuages, Acres and Things, and in such Sort, Manner and Form, as by the said *N. S.* and *L. S.* shall be thought fit and convenient, unto and upon which said Writ of Entry so to be brought, the said *J. W.* and *H. G.* shall appear and vouch to Warranty the said *G. H.* and *S.* his Wife, and *C. W.* and *M.* his Wife, who shall likewise appear, either in their several Persons, or by their Attornies lawfully authorized, and enter into the said Warranty; and after their said Entry into their said Warranty, shall vouch over the Common Vouchee, who shall also enter into the said Warranty, and imparl, and afterwards make Default, to the end one perfe& Common Recovery shall and may of all and singular the said Premisses above-mentioned be had, prosecuted and executed in all Things, according to the usual Form of Common Recoveries for Assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed; and the same Recovery shall in due Form of Law be executed by one Writ of *Habere facias Seisinam* according-

ly: And it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Intent and Meaning hereof is; and it is hereby so declared, that the said Recovery so, or in any other Manner to be had and suffered, and all and every other Recovery and Recoveries to be had, suffered and executed, of the said Premises, or any Part thereof, by or between the said Parties to these Presents, or by or between them, or any or either of them, and any other Person and Persons on this Side, and before the End of---Term next coming, and the full Force and Execution of them, and every of them, and all other Conveyances and Assurances of the said Premises, or any Part thereof had, or to be had or made between the said Parties, or any of them, shall be and enure, and shall be adjudged, esteemed and taken to be and enure to and for the only proper Use and Behoof of the said *N. S.* and *L. S.* their Heirs, and Assigns for ever; and each of them the said *G. H.* and *C. W.* for himself severally and apart, and not jointly, and for his several and respective Heirs and Assigns, doth severally and apart, and not jointly, covenant and grant to and with the said *N. S.* and *L. S.* their Heirs and Assigns, that they the said *G. H.* and *S.* his Wife, and *C. W.* and *M.* his Wife are, or some or one of them now is, lawfully and rightfully seized of a good, sure, perfect and indefeazible Estate of Inheritance in Fee-Simple, or Fee-Tail, of and in the said Premises above-mentioned, with the Appurtenances, in their, or some or one of their own Rights or Right, without any Condition, Mortgage, Limitation of Use or Uses, or other

other Matter or Thing, to alter, charge, change and determine the same; and also that they the said *N. S.* and *L. S.* their Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter for ever, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said *G. H.* and *S.* his Wife, and *C. W.* and *M.* his Wife, their Heirs and Assigns, or any of them, and of all and every other Person and Persons whatsoever, claiming, or to claim by, from or under them, or any or either of them, and further, that they the said *G. H.* and *S.* his Wife, and *C. W.* and *M.* his Wife, and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any part thereof, by, from or under them, or any or either of them, shall and will at any Time or Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said *N. S.* and *L. S.* their Heirs and Assigns, make, do and execute, or cause, or procure to be made, done and executed all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said *N. S.* and *L. S.* their Heirs and Assigns, to the only proper Use and Behoof of the said *N. S.* and *L. S.* their Heirs

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and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said *N. S.* and *L. S.* their Heirs or Assigns, or their or either of their Counsel learned in the Law, shall be reasonably devised, or advised and required. In Witness, &c.

THE



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